

# EXHIBIT 9

Kevin Jakel Confidential  
October 15, 2019

1

Page 1

1 CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER  
UNITED STATES PATENT AND TRADEMARK OFFICE

2 BEFORE THE PATENT TRIAL AND APPEAL BOARD

3 UNITED PATENT, INC., \*

4 Petitioner, \* CASE NO.:

5 vs. \* IPR2019-00482

6 AMERICAN PATENTS, LLC, \* U.S. PATENT NO.:

7 Patent Owner. \* 7,373,655

8 \* \* \* \* \*

9 CONFIDENTIAL

10 SUBJECT TO PROTECTIVE ORDER

11 DEPOSITION OF:

12 KEVIN JAKEL,

13 was held on Tuesday, October 15, 2019,

14 commencing 9:36 a.m., at Haynes & Boone, 800

15 17th Street, N.W., Washington, D.C., before

16 Mary Grace Castleberry, RPR.

17 \* \* \*

18

19 U.S. LEGAL SUPPORT  
1818 Market Street, Suite 240  
Philadelphia, PA 19103  
20 Main: 877-479-2484  
Fax: 877-876-9330  
21 Email: SchedulingNE@uslegalsupport.com

U.S. LEGAL SUPPORT  
1-800-567-8757

American Patents LLC - Exhibit 2021  
Unified Patents, Inc. v. American Patents LLC  
IPR2019-00482  
Page 1 of 209

Kevin Jakel Confidential  
October 15, 2019

2

Page 2

1 APPEARANCES:

2

3 On behalf of the PETITIONER:

4 ASHRAF FAWZY, ESQ.  
UNIFIED PATENTS  
5 1875 Connecticut Avenue, N.W.  
Floor 10  
6 Washington, D.C. 20009  
(650) 999-0889  
7 E-mail: Afawzy@unitedpatent.com

8

9 On behalf of the PATENT OWNER:

10 ZACHARIAH HARRINGTON, ESQ.  
ANTONELLI, HARRINGTON & THOMPSON  
11 5306 Yoakum Boulevard  
Suite 450  
12 Houston, Texas 77006  
(713) 581-3000  
13 E-mail: Zac@ahtlawfirm.com

14

15 -oOo-

16

17

18

19

20

21

Kevin Jakel Confidential  
October 15, 2019

3

Page 3

1 I-N-D-E-X

2 Deposition of Kevin Jakel

3 October 15, 2019

4

5 EXAMINATION BY:

PAGE:

6 Mr. Harrington

4

7 Mr. Fawzy

187

8

9 EXHIBITS MARKED:

PAGE:

10 1 - Order

5

11 2 - August 23, 2019 email from Bajaj  
Raghav to Zac Harrington

5

12

13 3 - October 7, 2019 email from Bajaj  
Raghav to counsel

5

14 4 - Unified Patents press release  
dated September 18, 2019

177

15

16

17 (Exhibits included with transcript.)

18

19

20

-oOo-

21

Kevin Jakel Confidential  
October 15, 2019

4

Page 4

1 P-R-O-C-E-E-D-I-N-G-S

2 WHEREUPON --

3 KEVIN JAKEL,

4 a Witness called for examination by counsel  
5 for the Patent Owner, having been first duly  
6 sworn, was examined and testified as  
7 follows:

8 EXAMINATION

9 BY MR. HARRINGTON:

10 Q. Could you please state your full  
11 name for the record?

12 A. Kevin William Jakel.

13 Q. And where do you work?

14 A. I work at Unified Patents.

15 Q. What is your position at Unified  
16 Patents?

17 A. I am the CEO.

18 Q. Is there any reason why you can't  
19 fully and truthfully testify here today?

20 A. No.

21 Q. You've had your deposition taken

Kevin Jakel Confidential  
October 15, 2019

5

Page 5

1 before, correct?

2 A. I have.

3 Q. About how many times?

4 A. I am starting to lose count a  
5 little bit. Eight to 10, somewhere in that  
6 ballpark.

7 Q. So I'm not going to go over the  
8 procedure too much, but your attorney may  
9 object from time to time. Unless he  
10 instructs you not to answer, you should  
11 answer my question.

12 Do you understand that?

13 A. I do.

14 Q. I would like to start out with  
15 three exhibits. Exhibit 1 will be the order  
16 from the Board. Exhibit 2 will be an email  
17 from your attorney and Exhibit 3 will be an  
18 email with documents attached.

19 (Exhibit Nos. 1 through 3 were  
20 marked for identification.)

21 BY MR. HARRINGTON:

Kevin Jakel Confidential  
October 15, 2019

6

Page 6

1 Q. Do you recognize these documents?

2 A. I recognize the order.

3 Q. Okay.

4 A. I have never seen this email. At  
5 least I don't think I have.

6 Q. Okay. Let's go to Exhibit 3,  
7 which is the email with documents.

8 A. Okay.

9 Q. Do you recognize these documents?

10 A. Looks like this is a membership  
11 agreement between Unified and Samsung. What  
12 is labeled as UP0017 looks to be a mass  
13 email that we sent out related to the fact  
14 that we had filed an IPR against American  
15 Patents. And it looks like there's UP0017  
16 again. And there's UP0021. It looks like  
17 another email, a mass email has gone out  
18 saying that American Patents -- their patent  
19 is determined to be likely invalid. That's  
20 probably when institution took place. And  
21 it looks like another version of the same

Kevin Jakel Confidential  
October 15, 2019

7

Page 7

1 document. And that looks to be everything  
2 that I see.

3 Q. Okay. How did Unified go about  
4 collecting these documents?

5 A. Well -- so the membership  
6 agreement we pulled from our server as a  
7 copy of this membership agreement. In  
8 addition to doing a bunch of discovery  
9 review on my part, we had -- these documents  
10 were the emails that we had sent out that  
11 were specifically related to American  
12 Patents and so we produced those documents.

13 Q. Did you do like a search through  
14 emails or how did you search for those  
15 documents?

16 A. So these documents show up in my  
17 email. So when these documents go out, I  
18 see these emails as well and so then I  
19 believe -- my recollection is I instructed  
20 these documents to be pulled from the system  
21 that generates these emails.



Kevin Jakel Confidential  
October 15, 2019

8

Page 8

1 Q. And what system generates those  
2 emails?

3 A. One is a mass email system that I  
4 think comes out of Salesforce and the other  
5 is a mass email system that comes out of --  
6 I think it's called Mailchimp.

7 Basically give them a bunch of  
8 email addresses and write the email blast  
9 you want to send and then you hit send and  
10 it sends the email to everyone that's -- all  
11 the emails that you gave the system.

12 Q. Exhibit 3, the cover email,  
13 says -- if you look down to the third  
14 paragraph -- says, "No responsive documents  
15 were found for category 2"?

16 A. Yes, I see that.

17 Q. How did Unified determine that  
18 there were no responsive documents for  
19 category 2?

20 MR. FAWZY: Objection to the  
21 form.

Kevin Jakel Confidential  
October 15, 2019

9

Page 9

1 THE WITNESS: So let's make sure  
2 that we are talking about the right thing.  
3 So category 2 is referring to what, given  
4 that I've never seen this email before?

5 BY MR. HARRINGTON:

6 Q. So category 2 is, when you go to  
7 Exhibit 1, the first full page, and there's  
8 a number 2.

9 A. Yes.

10 Q. So do you recognize that category  
11 2?

12 A. I do.

13 Q. Do you believe that that category  
14 2 that your attorney is referring to in the  
15 email is the same category 2 that the court  
16 order here is -- well, the PTAB order is  
17 referring to?

18 A. I believe that to be accurate,  
19 yes.

20 Q. So how did Unified determine that  
21 there were no written communications between

Kevin Jakel Confidential  
October 15, 2019

10

Page 10

1 Unified and Samsung that identify a patent  
2 or types of patents to be considered for an  
3 IPR petition or express Samsung's requests,  
4 instructions, preferences, suggestions or  
5 desires for selection of a patent or types  
6 of patents for filing an IPR review?

7 A. We determined that because I did  
8 a personal review of all of the  
9 communications between Unified and Samsung.  
10 And in my review of all of the  
11 communications between us and Samsung, for  
12 any custodian that I believed could have  
13 even communicated with Samsung, I found no  
14 communications at all that identified  
15 patents or types of patents to be considered  
16 for an inter partes review or express -- or  
17 I guess express at member's requests,  
18 instructions, preferences, suggestions, or  
19 desires regarding the selection of patents  
20 or types of patents for filing an inter  
21 partes review.

Kevin Jakel Confidential  
October 15, 2019

11

Page 11

1                   So I went into every email  
2    account, every custodian that would have  
3    been in a position to communicate with  
4    Samsung. I limited the search in the email  
5    to every email that we would have received  
6    from Samsung as well as every email that we  
7    would have sent to Samsung by using their  
8    email address as the search term.

9                   And so I basically was able to  
10   look at every single email that would have  
11   gone either from us to them or from them to  
12   us, and then I reviewed every single one of  
13   them and found that there were no  
14   communications at all that met category 2.

15           Q.     So you said you looked at every  
16   custodian. How many custodians were there?

17           A.     Off the top of my head, I don't  
18   know the exact number. I don't recall the  
19   number.

20           Q.     Is there sort of a main person at  
21   Unified that communicates with Samsung?

Kevin Jakel Confidential  
October 15, 2019

12

Page 12

1           A.       Mostly -- I mean, myself is one  
2       of the main persons who communicates with  
3       them. Shawn Ambwani does as well for  
4       purposes of we're the people who actually go  
5       to Korea. So a lot of the communications  
6       are just about scheduling, timing of when  
7       we're going to be in Korea and visit with  
8       them when we're there.

9                   And then those -- I mean, that  
10      was the vast, vast majority of all of the  
11      communications was between myself and  
12      Samsung and Shawn Ambwani and Samsung.

13           Q.       So you went through basically all  
14      of the email communications between Unified  
15      and Samsung. Is there any other kind of  
16      communications between Samsung and Unified?

17           A.       I mean, there are phone calls, so  
18      scheduling phone calls and things like this.  
19      So obviously we do talk on the phone. But  
20      other than that, there are none.

21           Q.       Samsung and Unified don't fax

Kevin Jakel Confidential  
October 15, 2019

13

Page 13

1 back and forth between each other or send  
2 letters, formal letters, anything like that?

3 A. No. I can't remember the last  
4 time I used a fax machine.

5 Q. Just gotta check.

6 A. Yeah, no. I getcha.

7 Q. So you said you went through all  
8 of the emails. About how many emails were  
9 there between Samsung and the custodians at  
10 Unified?

11 A. There were, for kind of both  
12 Shawn and I, there were like over 100. I  
13 would think probably less than 200.

14 Q. So earlier you called the emails  
15 in Exhibit 3 mass communications. It looks  
16 like for each of these emails, there's a  
17 list attached to it with a bunch of email  
18 addresses. Is that all of the email  
19 addresses that these communications went to?

20 I'm not familiar with the system  
21 so I'm just trying to figure out what these

Kevin Jakel Confidential  
October 15, 2019

14

Page 14

1 emails mean. So, for example, if you go to  
2 UP0017, there's a little email description,  
3 Unified filed an IPR, and then there's a  
4 list of emails below that saying date sent,  
5 date opened, last opened.

6 A. Yes.

7 Q. Is that all of the people that  
8 have received this email that you're aware  
9 of?

10 A. So there are, I guess, two types  
11 of mass emails that we typically send out.  
12 This one appears to be the -- so we send out  
13 like a -- every time we do something, we  
14 send out an email. This one goes to the  
15 list of members, so this is like the member  
16 mass email. So this goes to everyone who, I  
17 guess, is a member of Unified.

18 We've asked them who do you want  
19 to get our, like, mass emails. They said,  
20 we would be interested. So sometimes  
21 there's more than one person. Sometimes

Kevin Jakel Confidential  
October 15, 2019

15

Page 15

1 there's only one. But this would be kind of  
2 just be -- this is like a -- we just send  
3 this out like after every single thing that  
4 happens. Every IPR that's filed, one of  
5 these is generated and it's sent out to  
6 everyone at Unified.

7 Q. And it's just a list of all the  
8 people that are Unified members? Or not --  
9 sorry. Strike that.

10 Are there any people on this list  
11 that get the email that are not Unified  
12 members?

13 A. This particular one is Unified  
14 members. I could go through the list to see  
15 if every single email address is related to  
16 a member or not. I probably would be able  
17 to do that off the top of my head. This  
18 looks to be the list of members.

19 Q. Okay. Are there any members, as  
20 far as you're aware -- and you don't have  
21 to -- if you don't know this, you can tell



Kevin Jakel Confidential  
October 15, 2019

16

Page 16

1 me you don't know -- but are there any  
2 members that do not get this email list?  
3 For example, is there certain members that  
4 say, I don't want your mass email?

5 A. It's possible. I think you can  
6 ask to be removed from it and, you know,  
7 when people change positions within the  
8 company or things like that, I think that  
9 there have been changes that have been made  
10 to who is kind of responsible for the  
11 Unified kind of relationship within the  
12 company.

13 So I am certain that this email  
14 distribution list has changed over time, but  
15 this is like marketing material. We just --  
16 we send this out just to tout the fact that  
17 we filed -- we send this type of email out  
18 to everyone regardless of what zone they're  
19 in. It's just like a mass email to  
20 everyone.

21 Q. Okay. How many employees does

Kevin Jakel Confidential  
October 15, 2019

17

Page 17

1 Unified currently have?

2 A. I believe we have now reached 17,  
3 I believe is the total.

4 Q. Can you tell me what your then  
5 employees do?

6 A. Sure. So we have a legal  
7 department that includes myself, Shawn  
8 Ambwani, Jonathan Stroud, Ash, Roshan,  
9 Alyssa, Jessica, Joane, David, Michelle and  
10 one more, I believe. And they are  
11 responsible for overseeing and drafting IPRs  
12 and then prosecuting them after the fact.

13 They're responsible for prior art  
14 review. They're responsible for reviewing  
15 landscape information and a whole bunch of  
16 stuff that kind of legal departments do for  
17 us. They work on patent equality issues and  
18 writing stuff for all kinds of things. So  
19 that's kind of the legal department at the  
20 company.

21 We have a kind of data division

Kevin Jakel Confidential  
October 15, 2019

18

Page 18

1 that is responsible for all the tools you'll  
2 find on our website, all of the databases  
3 that we maintain. They're responsible for,  
4 I guess, like kind of all the analytics and  
5 the litigation data and all the things that  
6 we kind of collect and provide as tools on  
7 our website. They also are responsible for  
8 kind of the essential patent databases and  
9 all the stuff that's kind of related to  
10 that.

11 We also do a whole bunch of --  
12 kind of, I guess, litigation analytics and  
13 produce kind of a -- I think it's a  
14 quarterly MPE litigation report that goes  
15 out and says everything that's kind of going  
16 on in the universe. They kind of handle all  
17 of that.

18 And then in addition to that, we  
19 have two software developers who are  
20 responsible for developing software tools  
21 and maintaining our software platform and

Kevin Jakel Confidential  
October 15, 2019

19

Page 19

1 all the stuff that we do on that front, so  
2 they're -- but they're basically just  
3 software developers.

4 Q. Okay. So the legal department,  
5 was there eight people; is that right?

6 A. Somewhere in that ballpark.  
7 Eight, nine. I need to look specifically to  
8 remember exactly.

9 Q. And then in the software  
10 developers, there were two. So there was  
11 somewhere between -- taking me a minute to  
12 do this -- between six and seven people in  
13 the data department; is that correct?

14 A. I don't know. Maybe. I need  
15 to -- I'm going to have to like look this  
16 up.

17 Q. Okay. Rough numbers are fine.

18 A. Yeah. I mean, we also have like  
19 a client development woman as well who like  
20 helps organize like membership and also  
21 organizes phone calls and marketing calls

1 and all that kind of stuff.

2 She also helps to put together  
3 all of our conferences and things throughout  
4 the year and all that kind of thing.

5 Q. I don't want to get into any  
6 particular detail, but can you tell me what  
7 the overall salary expenses are that Unified  
8 has today?

9 A. I believe it's like [REDACTED]  
10 [REDACTED]. [REDACTED] is my  
11 off-the-top-of-my-head ballpark for expenses  
12 on the salary side.

13 Q. Do you know what percentage of  
14 that is the legal department?

15 A. Not off the top of my head.

16 Q. Aside from salary, what other  
17 expenses does Unified have?

18 A. Rent, travel, you know, all the  
19 kind of business development expenses,  
20 conference expenses. We do, you know, the  
21 prior art searching expenses. We have legal

1 expenses for both our own kind of legal  
2 stuff as well as obviously filing IPRs. I  
3 don't know. I haven't -- that's a decent  
4 summary.

5 Q. The legal expenses, and you said  
6 for IPRs, is that outside counsel expense  
7 you're referring to?

8 A. Yes. And we -- it's not just  
9 outside counsel. It's experts in prior art  
10 and all the -- everything that kind of goes  
11 into the cost of running an IPR.

12 Q. How big is that expense on a  
13 yearly basis for Unified?

14 A. I believe for the last year, it  
15 was about [REDACTED] in annual expense.

16 Q. Do you know what percentage that  
17 is of Unified's expenses?

18 A. Just that outside counsel expense  
19 is [REDACTED] of the like  
20 accrued revenue for the year.

21 Q. [REDACTED]? When

1     you said just outside expense, you mean  
2     outside counsel and experts, right? That  
3     was the kind of overall bucket you're  
4     referring to?

5           A.     Yeah. Not including the legal  
6     expense internal to the company to run all  
7     of this.

8           Q.     Yeah. So just for outside  
9     counsel and for experts and kind of running  
10    the IPRs, that cost is [REDACTED]  
11    [REDACTED]?

12          A.     Somewhere in the ballpark.

13          Q.     Does outside counsel do any of  
14    the work pre-filing an IPR; for example,  
15    investigating potential IPRs that Unified  
16    may file?

17          A.     No.

18          Q.     So the decision, kind of the  
19    investigation -- well, strike that.

20                   The investigation into which IPRs  
21    to file, that's all done by Unified

Kevin Jakel Confidential  
October 15, 2019

23

Page 23

1 in-house?

2 A. Well, it's a little more  
3 complicated than that. I mean, I guess when  
4 we decide to start looking at a patent and  
5 we decide that that patent's going to be  
6 handled by a law firm if we file, then we  
7 would engage an outside counsel to start the  
8 work on it.

9 Sometimes we would have already  
10 started looking at prior art. Sometimes we  
11 might not have started looking at prior art  
12 at all. But, I mean, the decision to  
13 ultimately file depends on whether or not we  
14 actually have prior art and we like the  
15 arguments and, you know, it's a good filing.

16 So it depends on what you mean by  
17 preparation. Like the decision to hire a  
18 counsel to start working on a patent is  
19 handled completely internal to Unified. If  
20 we decide that we believe that by filing an  
21 IPR, we create a deterrence value for our



Kevin Jakel Confidential  
October 15, 2019

24

Page 24

1 zone and we say we're looking at -- we need  
2 to start working on this, that part is, at a  
3 minimum, handled completely internal to  
4 Unified.

5 Q. Has Unified ever decided -- made  
6 the decision it was going to file an IPR and  
7 then had a law firm turn it down and say,  
8 no, we can't file that for you?

9 MR. FAWZY: I'm going to object  
10 and -- just on the basis of privilege and  
11 caution the witness not to reveal any  
12 privileged information. So I don't know if  
13 you can answer that question without  
14 revealing privileged information, but you  
15 can try.

16 THE WITNESS: So let me just say  
17 that have we ever looked at a patent -- I  
18 mean, it's not so much that they are telling  
19 us whether or not they can or can't do it,  
20 but it is the case that we will look at  
21 patents and find that the prior art, despite

Kevin Jakel Confidential  
October 15, 2019

25

Page 25

1 our best efforts at searching, would show  
2 that if we were to file an IPR, we wouldn't  
3 be successful, I guess is one way to talk  
4 about it.

5 I don't know exactly the scope of  
6 what you mean they tell us that they can't  
7 do it. But if we were to engage with a firm  
8 and both through our own internal legal  
9 counsel and reviewing the legal work that a  
10 firm did, we as a team would decide that the  
11 prior art wouldn't show that that IPR would  
12 be successful, if we didn't like the  
13 arguments, then we very well would walk away  
14 from filing an IPR.

15 BY MR. HARRINGTON:

16 Q. Has that ever actually happened?

17 A. I mean, I don't know if we really  
18 think this is privileged or not. I mean, I  
19 don't --

20 MR. HARRINGTON: If you guys want  
21 to discuss it and think about it --

Kevin Jakel Confidential  
October 15, 2019

26

Page 26

1 MR. FAWZY: Yeah. I'm going to  
2 instruct him not to answer the question --

3 MR. HARRINGTON: Okay.

4 MR. FAWZY: -- on the basis of  
5 privilege.

6 BY MR. HARRINGTON:

7 Q. How does Unified determine which  
8 law firm it's going to use for a particular  
9 IPR?

10 MR. FAWZY: Also, I'm going to  
11 instruct -- object on the basis of privilege  
12 and instruct you not to answer to the extent  
13 it reveals privileged information, but if  
14 you can answer generally.

15 BY MR. HARRINGTON:

16 Q. I can ask a more specific  
17 question. Does Unified take any outside  
18 input into its decision as to what law firms  
19 to hire?

20 A. Absolutely not.

21 Q. Has any Unified member ever made

Kevin Jakel Confidential  
October 15, 2019

27

Page 27

1 suggestions about what law firms it prefers

2 Unified to use for any IPRs?

3 A. No, not in the sense that they  
4 are telling us -- one of the things that  
5 Unified actually does is -- I don't know if  
6 you've looked at our portal, but we actually  
7 keep statistics on every single IPR that  
8 gets filed and every law firm that handles  
9 one.

10 So we have statistics on what law  
11 firms have done well and which ones have  
12 done bad. This is something we do generate  
13 and publish and our members have asked us,  
14 like, hey, what do you think about law firms  
15 and who's done well and we talk about our  
16 statistics and we talk about whatever. But  
17 we have not been the recipient of anyone  
18 saying, hey, you need to use this particular  
19 law firm. I don't think I've ever had that  
20 conversation with a member.

21 Q. Is Apple a member?

Kevin Jakel Confidential  
October 15, 2019

28

Page 28

1 A. Apple is a member, yes.

2 Q. Are you aware that Apple has a  
3 preferred vendor list for law firms that  
4 it's willing to use?

5 A. I'm not familiar with it. It  
6 does not surprise me. I've been in-house  
7 counsel at a firm -- sorry, at a company and  
8 I have my own preferred list of counsel. It  
9 doesn't surprise me that they have it. I  
10 have never heard of Apple's preferred vendor  
11 list.

12 Q. Has any of the members, of  
13 Unified's members, ever shared its preferred  
14 vendor list with Unified --

15 A. Not to my knowledge.

16 Q. -- for its law firms?

17 A. Not to my knowledge.

18 MR. FAWZY: I'm going to just  
19 take a second. So far we've gone over  
20 inferring that includes Unified confidential  
21 information. So I'm just going to ask that

Kevin Jakel Confidential  
October 15, 2019

29

Page 29

1 we put this transcript on the -- designate  
2 it as confidential under the protective  
3 order in this case.

4 BY MR. HARRINGTON:

5 Q. Where does Unified maintain  
6 offices?

7 A. We have an office in California,  
8 in San Jose. We have an office in  
9 Washington, D.C. and then we have a lot of  
10 folks who work from home, so, I mean,  
11 they're not necessarily maintaining an  
12 official Unified office, but they have a  
13 home office or they -- yeah, I think that --  
14 everyone who works remotely works from a  
15 home office right now.

16 Q. Where does Unified get its  
17 revenue?

18 A. So we have subscriptions that we  
19 sell to what we call our NPE zones and we  
20 also have an SEP zone, a standard essential  
21 patent zone. Both of those members would

1 subscribe to those zones and would pay us to  
2 subscribe to those zones. That is where  
3 revenue comes from from that area.

4 We also have conferences that we  
5 host throughout the year. And those  
6 conferences we sell kind of sponsorships to  
7 law firms and we generate some revenue from  
8 those sponsorships. We also do some kind of  
9 what we call patent quality drive work where  
10 companies pay us to look at and analyze kind  
11 of NPE and patent matters, things around  
12 like litigation and NPE activity to generate  
13 data that can be used.

14 Those would be, I think, off the  
15 top of my head, the sources of revenue right  
16 now.

17 Q. Can you give me rough percentages  
18 for each of those revenue streams?

19 A. The revenue from the conferences  
20 is [REDACTED]

21 [REDACTED] The patent quality drive

1 stuff I mentioned is [REDACTED].

2 [REDACTED].

3 And then the revenue generated  
4 from the NPE zones and the SEP zones is  
5 probably [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 Q. So for Samsung, we have an  
10 agreement here for Samsung. Is this for the  
11 [REDACTED] agreement?

12 A. It is not. Samsung only is  
13 participating in the content zone in the NPE  
14 zones.

15 Q. So Samsung -- there's the SEP and  
16 NPE and [REDACTED]  
17 [REDACTED]; is that correct?

18 A. Yes. There are some five or six  
19 zones or so, I guess, in the NPE zones and  
20 Samsung participates in the content zone.

21 Q. Okay. The SEP zone, so that



Kevin Jakel Confidential  
October 15, 2019

32

Page 32

1 would be for stuff like when you have like  
2 the Velos Media case? Is that like one of  
3 the SEP zones?

4 A. We have filed IPRs in the video  
5 codec zone and Velos Media is one of the  
6 companies that we filed IPRs against.

7 Q. And so that's part of the SEP --

8 A. That's part of SEP.

9 Q. -- part that you talk about?

10 A. Yes.

11 Q. So as part of the SEP business, I  
12 guess it sounds like it's kind of a separate  
13 business; is that correct?

14 A. I mean, I guess, you know, it's  
15 like a separate product, I guess, yeah. We  
16 do different things in the SEP zones than we  
17 do in the NPE zones. In both of them, we do  
18 file IPRs. But there's a lot of data and  
19 tools we've developed on standard essential  
20 patent licensing to help companies provide  
21 kind of FRAND offers if they're approached

Kevin Jakel Confidential  
October 15, 2019

33

Page 33

1 and we have a bunch of data that we've  
2 generated in those SEP zones that members in  
3 those SEP zones get access to that other  
4 members in non-SEP zones don't get.

5 Q. So how does Unified decide, for  
6 the SEP cases, how does it decide which  
7 portfolios to file IPRs on?

8 MR. FAWZY: Objection to scope.

9 THE WITNESS: So --

10 BY MR. HARRINGTON:

11 Q. I'm getting somewhere.

12 A. Unified -- internal to Unified,  
13 we have reviewed everyone's -- you know,  
14 what we believe are all the patents that are  
15 being used in this case in the video codec  
16 area and we decide which entity we choose to  
17 file IPRs against.

18 Q. So in the HEVC area, there's  
19 multiple portfolios, correct?

20 A. There are.

21 Q. And is one of the portfolios a

Kevin Jakel Confidential  
October 15, 2019

34

Page 34

1 portfolio which Samsung owns a large portion  
2 of?

3 A. I believe Samsung does own the  
4 portfolio on HEVC.

5 Q. How did you determine that you  
6 were going to go against the Velos Media  
7 HEVC portfolio versus going against the  
8 Samsung HEVC portfolio?

9 MR. FAWZY: I'm going to just  
10 object as to scope and relevance and then  
11 also caution the witness not to reveal the  
12 substance of any privileged communications.

13 THE WITNESS: So the way we've  
14 handled these questions in the past, because  
15 a lot of privileged information goes into  
16 deciding which patents to file against and  
17 which ones to not. A lot of legal analysis  
18 goes into the whole process of figuring out  
19 which patent and how to go after it.

20 So the way we have always handled  
21 this is to be able to say kind of in the

Kevin Jakel Confidential  
October 15, 2019

35

Page 35

1 abstract, like what do we look for in terms  
2 of figuring out how Unified decides which  
3 IPRs are going to generate a deterrence  
4 value and, you know, give you some guidance  
5 about what Unified looks to in the abstract.  
6 But having a specific conversation about a  
7 specific entity and a specific patent  
8 involves a bunch of kind of privileged  
9 information that we don't waive privilege  
10 on.

11 So I can talk to you about our  
12 process for evaluating this, but we're not  
13 going to answer specific questions that  
14 would waive privilege about our analysis on  
15 any individual patent and any individual  
16 entity.

17 Q. Does Unified have a policy  
18 against filing -- well, strike that.

19 Has Unified ever filed an IPR  
20 against any of -- any patent that's owned by  
21 one of its members?

Kevin Jakel Confidential  
October 15, 2019

36

Page 36

1           A.       The truth is that I don't know.

2       There are a lot of ownership questions, who  
3       owns what patents and what type of back-end  
4       agreement companies have between the patents  
5       that were perhaps originally owned by  
6       members who then transferred to others.

7                   So I don't know if members have  
8       ever had an ownership stake in a patent or a  
9       back-end monetization agreement with  
10      members. We don't -- we do not have a  
11      policy of not filing against members, but at  
12      the same time like our NPE zones are  
13      described to deter NPE activity and so, you  
14      know, by the very nature of what we do,  
15      it's -- I don't see a whole lot of NPEs  
16      joining Unified. They can. But if they  
17      did, we would use their revenue to go out  
18      and generate deterrence against the use of  
19      bad patents in our zones. So that's the --  
20      you know, it doesn't make a whole lot of  
21      sense for NPEs to join Unified.

Kevin Jakel Confidential  
October 15, 2019

37

Page 37

1 Q. I guess it all depends on how you  
2 define NPEs. I think many people consider  
3 many of your members to be NPEs. But I  
4 would like to know if you're aware of  
5 Unified filing an IPR against any patent  
6 that was owned wholly by one of its members.

7 MR. FAWZY: Objection. Calls for  
8 speculation.

9 THE WITNESS: So I don't know of  
10 any IPR we have filed where the patent that  
11 we filed on was wholly owned by any of our  
12 members.

13 BY MR. HARRINGTON:

14 Q. Are you aware of any patent that  
15 was partially owned by one of your members  
16 that you ended up finding out was, after you  
17 filed the IPR, was partially owned by one of  
18 your members?

19 A. We have never, after we filed,  
20 no. It's possible. That was my point  
21 earlier. It's possible, but we don't know.

Kevin Jakel Confidential  
October 15, 2019

38

Page 38

1 We don't ever really get any information  
2 about who owns what kind of behind the  
3 scenes of any type of NPE activity.

4 Q. So as far as you're aware,  
5 there's not been an IPR file by Unified  
6 against any of its members?

7 A. I guess -- this is kind of a  
8 repeat of the last two questions, I guess.  
9 Like certainly as far as I know, no member  
10 has wholly owned a patent and we filed  
11 against it, and that seems to be rather  
12 obvious.

13 I don't think anyone really  
14 thinks that any of our members are NPEs.  
15 And as well, I guess I would repeat the fact  
16 that I don't know if any member has owned a  
17 portion of any of the NPE activity where we  
18 have filed an IPR.

19 Q. How do you define NPE?

20 A. So it's a little bit squishy just  
21 generally. I mean, everyone has lots of

Kevin Jakel Confidential  
October 15, 2019

39

Page 39

1 different definitions. The one that we tend  
2 to use most often is to say that the company  
3 generates more revenue from licensing and  
4 litigation monetization of patents than they  
5 do from the selling of products and  
6 services.

7 Q. Under that definition, do you  
8 feel that Qualcomm would be an NPE?

9 A. It's -- I mean, it's always  
10 possible that under any definition, you  
11 might find that, you know, someone meets the  
12 definition of an NPE. I don't generally  
13 consider Qualcomm to be an NPE.

14 Another way that I often analyze  
15 this issue is to see whether or not the  
16 entity holding the patents can be kind of  
17 countersued based on the products and  
18 services they sell, right? So it's another  
19 way to kind of analyze it.

20 Qualcomm definitely doesn't fit  
21 an NPE definition in that way because they



Kevin Jakel Confidential  
October 15, 2019

40

Page 40

1 do sell products and services and those  
2 products and services could be, you know,  
3 countersued based on patent infringement.

4 One of the advantages of an NPE  
5 structure is that when you file litigation,  
6 the NPE really doesn't have the same type of  
7 vulnerability to a countersuit as most  
8 operating companies. So that's another kind  
9 of definition/analysis that we might do to  
10 look at whether or not that particular  
11 entity might be an NPE, and Qualcomm would  
12 clearly fail under that side of the  
13 analysis.

14 Q. So I guess one of the reasons you  
15 guys are doing the standard essentials is  
16 you consider standard essentials companies  
17 to be NPEs. So the HEVC company that is  
18 owned by Samsung and other of its companies,  
19 that would be considered an NPE?

20 A. No. That's why it's not an NPE  
21 zone. Standard essential patent zones, the

Kevin Jakel Confidential  
October 15, 2019

41

Page 41

1 IPRs we would file inside the scope of our  
2 SEP zones, there is no -- there we're trying  
3 to deter a different patent problem, I  
4 guess. We're not necessarily focused on  
5 only trying to deter NPEs in our SEP zones.

6 Q. Why are those companies not NPEs?  
7 They can't be sued, right? They're not  
8 making anything, that's correct?

9 A. I guess I'm not following your  
10 question.

11 Q. Well, you have a group of  
12 companies that put together a patent pool  
13 and they put that in a separate company.  
14 That company then can't be countersued for  
15 patent infringement, correct?

16 A. Well, I guess you're going to  
17 have to be a lot more specific about what  
18 entity you're talking about.

19 Q. I'm just trying to figure out you  
20 guys' definition of NPE and what kind of  
21 counts. It seems like you have a little bit

Kevin Jakel Confidential  
October 15, 2019

42

Page 42

1 of a look and feel definition for NPE. I'm  
2 just trying to figure out what the  
3 boundaries are.

4 A. Okay. Well, like I said, on the  
5 NPE side of what we do, we are, in those  
6 zones, trying to deter NPE activity from the  
7 technology areas that we work in. On the  
8 SEP side, we are not focused on NPE problems  
9 and so your question doesn't really make  
10 sense to me.

11 Q. Does Unified have a board of  
12 directors?

13 A. Right now, I am the only person  
14 on our board.

15 Q. Does Unified have any kind of  
16 board of advisors?

17 A. We do not.

18 Q. Is Unified a for-profit company?

19 A. We are.

20 Q. Does Unified pay any companies  
21 for services?

Kevin Jakel Confidential  
October 15, 2019

43

Page 43

1           A.       You're going to have to be a lot  
2       more specific. Yes. The answer is yes.

3           Q.       For example, it pays law firms  
4       for services, correct?

5           A.       Correct.

6           Q.       And does Unified benefit from  
7       those services?

8           A.       I don't know in this context what  
9       you mean by benefit.

10          Q.       What is the purpose of Unified  
11       hiring a company for services?

12          A.       I mean, we hire Paychex to do  
13       payroll. We hire all kinds of companies to  
14       do all kinds of things for us. So I'm happy  
15       to answer all of them. I just need a little  
16       more specificity.

17          Q.       And so when you hire those  
18       companies, when Unified hires those  
19       companies, does it receive some benefit for  
20       those services?

21                   MR. FAWZY: Object to the form.

Kevin Jakel Confidential  
October 15, 2019

44

Page 44

1 THE WITNESS: I don't think --

2 and I would never have said those words,

3 that it's a benefit.

4 BY MR. HARRINGTON:

5 Q. Is the issue with benefit? What

6 do you receive for the services?

7 A. I pay them and they do the work I

8 ask them to. This is not a -- I don't know.

9 I don't use the word "benefit" to describe  
10 how I hire companies for services.

11 Q. Is there a better word you can  
12 think of than benefit?

13 A. I hire them to do a job and they  
14 do the job that I need done.

15 Q. Is that a net positive for  
16 Unified?

17 MR. FAWZY: Objection.

18 THE WITNESS: Not if they don't  
19 do it well.

20 MR. FAWZY: Objection. Form.

21 Object. Asked and answered. Vague. Object

Kevin Jakel Confidential  
October 15, 2019

45

Page 45

1 to the form.

2 BY MR. HARRINGTON:

3 Q. Does Unified pay for any service  
4 from which Unified does not benefit?

5 MR. FAWZY: Object to the form.  
6 Vague.

7 THE WITNESS: I don't agree. I  
8 don't understand what you mean by benefit.  
9 Do we benefit? No. We have a need for a  
10 service. We hire the firm to do the  
11 service. And if they do a good job, then  
12 they've done their job well. If they do it  
13 poorly, then we would hire another company  
14 to do that service.

15 BY MR. HARRINGTON:

16 Q. Are there any advantages to  
17 Unified for hiring a law firm to file IPRs  
18 for it?

19 A. Are there any advantages to  
20 hiring one firm over another?

21 Q. Just any firm instead of just

Kevin Jakel Confidential  
October 15, 2019

46

Page 46

1 doing it itself.

2 A. I'm not sure that we -- I'm not  
3 sure there are advantages to hiring a law  
4 firm. They're more expensive than hiring  
5 lawyers directly and having them in-house  
6 and doing it. So I'm not certain that in  
7 all situations it's -- that's not the reason  
8 why we hire law firms. We hire law firms  
9 because we have a need to do legal work and  
10 so we find the firm that we think is going  
11 to do the best job and we hire them.

12 Q. Okay. And wouldn't a benefit of  
13 that be that Unified doesn't have to do  
14 those tasks itself?

15 A. Again, I'm not necessarily  
16 certain that that's a benefit. I could save  
17 money by hiring the attorney myself and  
18 doing it in-house.

19 Q. Well, then why doesn't Unified do  
20 that?

21 MR. FAWZY: Objection. Vague.

Kevin Jakel Confidential  
October 15, 2019

47

Page 47

1 Relevance. Speculation. Improper  
2 hypothetical.

3 THE WITNESS: We do do that some.

4 BY MR. HARRINGTON:

5 Q. So in the instances in which  
6 Unified doesn't do that, doesn't do it  
7 in-house, why doesn't Unified hire an  
8 outside law firm? Isn't it for some sort of  
9 benefit?

10 A. I guess I'm not understanding  
11 what you mean by benefit in this context.  
12 We have a job to do and we hire people to do  
13 it. So that is -- we try to hire the best  
14 people for the job, but that's the  
15 motivation behind it.

16 It has a lot of -- it has  
17 everything to do with budget and bandwidth  
18 and the complexities of running a company  
19 are significant. So like each and every  
20 decision we make is pretty multifaceted on  
21 how we decide how and where to hire people



Kevin Jakel Confidential  
October 15, 2019

48

Page 48

1 for the work that we do.

2 Q. What's your definition of  
3 benefit? Have you heard that word before?

4 A. I have.

5 Q. Use benefit in a sentence for me,  
6 please.

7 A. I benefit when my daughter does a  
8 great job at school because it makes me  
9 happy.

10 Q. Does Unified provide a service?

11 A. I believe that Unified does  
12 provide a service.

13 Q. What is that service?

14 A. In our NPE zones, the service  
15 that we provide is to go out and try and  
16 deter NPE litigation from what we consider  
17 to be key technology areas.

18 Q. And how about the SEP zones?

19 A. Kind of the same thing. We --  
20 but not focused on NPE activity. We want to  
21 deter the kind of unsubstantiated

Kevin Jakel Confidential  
October 15, 2019

49

Page 49

1 monetization of standard essential patent  
2 areas -- or sorry, standard essential  
3 patents on standard technology areas or  
4 technology areas based on standards and we  
5 provide a whole bunch of associated data to  
6 help companies analyze the landscapes  
7 surrounding standard essential patent areas.

8 Q. Who benefits from Unified's HEVC  
9 SEP IPR filings?

10 A. We believe that the technology  
11 area as a whole is what we're hoping to  
12 benefit. And we want everyone who is  
13 possibly either currently using standards  
14 related to video codecs or even companies  
15 who are not, we want the whole kind of  
16 technology area to benefit from the kind of  
17 deterrence work we do inside the standard  
18 essential patent zone.

19 Q. Is there anyone in the technology  
20 area for an SEP zone that doesn't benefit  
21 from Unified's IPRs?

Kevin Jakel Confidential  
October 15, 2019

50

Page 50

1 MR. FAWZY: Object to the form.

2 THE WITNESS: Is there anyone in  
3 the video codec space that doesn't benefit?

4 BY MR. HARRINGTON:

5 Q. Yes. You said you wanted  
6 everyone in that technology area to benefit.  
7 But are there certain people that wouldn't  
8 benefit? For example, I guess the members  
9 of Velos Media don't benefit from those  
10 IPRs.

11 MR. FAWZY: Object to the form.

12 THE WITNESS: I mean, I  
13 personally don't know whether or not they  
14 feel like they benefit or not. That would  
15 be something you would definitely want to  
16 ask them and not me.

17 I think the zone, the technology  
18 area around the video codec and the  
19 standards that are associated with it are  
20 going to benefit from us going out and  
21 deterring unsubstantiated use of bad patents

Kevin Jakel Confidential  
October 15, 2019

51

Page 51

1 on standards, because I think that the  
2 entire industry and HEVC and its adoption, I  
3 think that everyone will benefit, even  
4 patentholders, in the standard essential  
5 patent zones we work in.

6 Again, everyone benefits from the  
7 technology area if we go out there and kind  
8 of show, through data and IPRs, that that  
9 zone is -- that there's a bunch of kind of  
10 unsubstantiated use of bad patents in the  
11 standard essential patent areas that we're  
12 working in.

13 MR. FAWZY: Anytime you feel like  
14 taking a break --

15 MR. HARRINGTON: That's fine. We  
16 can take a break.

17 (Brief Recess.)

18 BY MR. HARRINGTON:

19 Q. So before we took a break, we  
20 were talking about who benefits from the SEP  
21 business. Who benefits from Unified's NPE

Kevin Jakel Confidential  
October 15, 2019

52

Page 52

1 business?

2 A. So --

3 MR. FAWZY: Objection. Calls for  
4 speculation and to the form of the question.

5 THE WITNESS: So I would say that  
6 we are -- Unified was intended to work kind  
7 of like a trade association where a trade  
8 association works on behalf of an industry  
9 or technology where there are some companies  
10 that will participate in the trade  
11 association and some that will not, but  
12 their like goal is to go out and basically  
13 do something that benefits the industry or  
14 the technology area.

15 Unified is the same -- like our  
16 goal has always been to define technology  
17 areas and then what we have told everyone is  
18 you may or may not get anything that you  
19 think is good for you, but what we are going  
20 to go -- and our mission is to go out and  
21 try to make technology areas something that

1 NPEs either don't have, that don't want to  
2 come try and monetize in because they don't  
3 have good patents or, if they do want to  
4 monetize in these technology areas, that  
5 they do the necessary upfront work to make  
6 sure that they actually buy very  
7 high-quality patents and, you know, can  
8 monetize a patent that, you know, is  
9 actually valid.

10 So the industry that we protect  
11 is -- that that's who we are going to go out  
12 there and work on behalf of is the zone. So  
13 we think that the zone as a whole is the --  
14 is the -- really an entity, but like the  
15 technology area is going to benefit from us  
16 going to work as we do in these NPE zones.

17 Q. So when Unified files an IPR and  
18 it then settles with an NPE, [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 A. [REDACTED]

A horizontal bar chart titled 'Percentage of respondents who believe that the current administration is responsible for the current state of the world, by age group'. The y-axis lists age groups: 18-29, 30-49, 50-69, 70+, and All. The x-axis represents the percentage, ranging from 0 to 100 in increments of 20. The bars show the following approximate percentages: 18-29 (85%), 30-49 (95%), 50-69 (95%), 70+ (95%), and All (95%).

Age Group	Percentage
18-29	85%
30-49	95%
50-69	95%
70+	95%
All	95%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The reason why we believed it

7 was ultimately a deterrent is because we

8 don't pay anything. So we've never paid an

9 NPE any money to settle an IPR. They've

10 never paid us money. We've never paid them

11 money. We basically say, okay, this is a

12 fully paid license, but there's going to be

13 no money changing hands.

14 As a litigator, I'm sure you have

15 probably participated in preparation of lots

16 of damages reports. I did back in the day.

17 It basically -- it's a huge deterrent for a

18 patent owner to give Unified a license

19 that's free because it means if you wanted

20 to go out and try and create a damage expert

21 report that claimed this patent was wildly



Kevin Jakel Confidential  
October 15, 2019

56

Page 56

1 valuable, this would be a massive deterrent  
2 to that kind of expert report being  
3 generated.

4 And so Unified, on its own, kind  
5 of decided that that would be kind of a  
6 sufficient means of us generating a  
7 deterrent against the particular patent,  
8 particular entity that we were negotiating  
9 with at the time and we developed a  
10 structure in which no one knows anything.

11 It's just a completely confidential  
12 negotiation between us and the patent  
13 holder. And if they choose to take that or  
14 I guess give that free license, then that  
15 gives us the ability to have created a  
16 pretty significant deterrent against that  
17 patent and for the zone.

18 And then the great thing for us  
19 is that we then save money by not having to  
20 fight that IPR all the way to the end and  
21 then we have, you know, kind of free capital

1 to go to work on other patents.

2 So the settlement in the biggest  
3 sense allows us to actually touch more  
4 patents and create more deterrence for the  
5 zone than it would be if we tried to or had  
6 to fight every single IPR all the way to a  
7 final written decision or an appeal. So  
8 that is the deterrence value that we believe  
9 gets generated by a settlement activity.

10 Q. So to be clear, when -- I guess  
11 is it true, in all of the settlements that  
12 Unified has done for IPRs it's filed, that

13

14

15 Q. And no one's ever -- Unified's  
16 never paid anyone for that license? It's  
17 just been a royalty-free license?

18 A. We don't pay for the license.  
19 Our members don't even know that the license  
20 is happening. So no one knows anything. So  
21 we are -- we're not in a position to pay

1 NPEs anything. So we don't pay them. They  
2 don't pay us. And in terms of -- yeah, so  
3 that's the structure of the deal.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19           Q.     So I guess what -- like in  
20     American Patents, I don't understand what  
21     the deterrence effect would be of a license

1 to [REDACTED]. I think the only  
2 Unified member in the American Patents was  
3 Samsung, correct?

4 A. It's my understanding that  
5 Samsung is the only member that has  
6 currently been sued.

7 Q. And I think you guys have  
8 answered interrogatories to that effect  
9 saying Samsung was the only member. So in  
10 Unified or in this case, Samsung has already  
11 taken a license. It already paid for a  
12 license to the patent that Unified has  
13 IPR'd.

14 Do you understand that?

15 MR. FAWZY: Objection.

16 THE WITNESS: I don't know what  
17 goes on behind the scenes. So I don't know  
18 that they've taken a license or not.

19 BY MR. HARRINGTON:

20 Q. You know that they've been  
21 dismissed, correct?

Kevin Jakel Confidential  
October 15, 2019

61

Page 61

1           A.     I heard that there was a  
2     dismissal.

3           Q.     And there was an announcement of  
4     a settlement in the case. It was publicly  
5     announced?

6           A.     Understood. But that doesn't --  
7     I have not personally gone in and looked to  
8     see if there's any indication that that  
9     settlement was actually the result of a  
10    license.

11          Q.     I'm telling you now that Samsung  
12    has settled and taken a license.

13          A.     Sure.

14          Q.     And what I want to know is what  
15    is the deterrent effect, if American Patents  
16    settled with Unified, of Samsung getting  
17    another license because that's the only  
18    license that would be given, right? It  
19    would be Samsung would be getting a license?

20          A.     I guess I'm --

21                 MR. FAWZY: Objection. Vague and

Kevin Jakel Confidential  
October 15, 2019

62

Page 62

1 improper hypothetical.

2 BY MR. HARRINGTON:

3 Q. I'm trying to figure out what the  
4 deterrence effect would be.

5 A. So I will start and say that like  
6 this IPR was never about Samsung and its  
7 litigation with American Patents. So the  
8 idea of the IPR being related to whether or  
9 not Samsung has a license or doesn't have a  
10 license is basically irrelevant to us.

11 Our analysis is that this patent  
12 fits into a number of our zones and we  
13 determined by looking at it that we believe  
14 there would be a deterrence value to Unified  
15 to going after this and so we have done that  
16 on behalf of the zones themselves. This has  
17 nothing to do with Samsung or whether or not  
18 Samsung has settled or not.

19 So we do believe that the zones  
20 that we have taken action on behalf of here,  
21 if we were to get a zero dollar license to

1 American Patents, that that would be -- that  
2 would ultimately generate a deterrence value  
3 for the zones we work in and it would be  
4 something -- I mean, it's okay with us if we  
5 don't settle. Like we're not sitting here  
6 talking about settlement with American  
7 Patents. I mean, if that's something that  
8 you guys want to talk about, we could always  
9 enter into an NDA and talk about it, but  
10 that's not, as far as I know --

11 Q. I'm just trying to figure out  
12 your process.

13 A. No, I understand. I'm just  
14 telling you I don't know whether the process  
15 includes whether or not Samsung has taken  
16 [REDACTED] or not. What we work on behalf  
17 of is the zones and settlement in our zones  
18 also generates a deterrence effect and it  
19 also helps us generate a bigger deterrent  
20 effect by not spending money going all the  
21 way the distance on every single patent.



Kevin Jakel Confidential  
October 15, 2019

64

Page 64

1 But on some of them we save money  
2 and that allows us to generate more  
3 deterrence by filing more IPRs or doing  
4 other work elsewhere. So in our opinion, it  
5 does generate a deterrence impact for the  
6 zone when we settle.

7 Q. So I guess the assumption you're  
8 making for there being a deterrence is that  
9 other members of your zone are practicing  
10 the patents; is that correct?

11 A. I have no idea if other members  
12 in our zone are practicing patents.

13 Q. Well, that's -- if they're not  
14 practicing the patents, then what does it  
15 matter? That's like if I give a license to  
16 you for a patent that you don't do, there's  
17 no value in that to anyone. That's just --  
18 you're just like, hey -- it can't be used in  
19 a damages model because in order for a  
20 damages model to work, you have to say --  
21 that person has to be in the same position

1 as the infringer. And you're saying, hey, I  
2 gave you a zero dollar license for somebody  
3 who is not infringing. That's not a  
4 relevant license.

5 A. My point is --

6 Q. Is that correct? Is that a  
7 correct statement or do we have a different  
8 understanding of kind of how the damages  
9 process works?

10 A. No, I agree with your -- that is  
11 what a damage process looks like. I'm  
12 telling you I don't know whether or not any  
13 of my members are actually practicing the  
14 patent or could be accused of practicing the  
15 patent. Getting a zero dollar free license  
16 to Unified [REDACTED], that is going to  
17 ultimately result in a bunch of analysis.

18 I don't know whether or not the  
19 specifics of any one company will ultimately  
20 qualify as them practicing or not. I  
21 believe -- I mean, usually when an NPE

Kevin Jakel Confidential  
October 15, 2019

66

Page 66

1 patent is used, it tends to be on the broad  
2 side and there tends to be lots of  
3 defendants, the typical fact pattern. I  
4 don't know exactly how many defendants have  
5 been sued here, but there were a lot.

6 So the fact that there's other  
7 companies that might be out there doing the  
8 same thing in a zone is possible. I -- we  
9 don't analyze it to figure out. But what we  
10 believe is that the grant of a license to  
11 Unified is ultimately going to be the kind  
12 of license that would play into a damages  
13 analysis in the future and we think that  
14 that actually does serve as a deterrent for  
15 this patent and ultimately for others that  
16 are watching.

17 I mean, this is -- when we talk  
18 about deterrence, we're not talking about  
19 just American Patents. We're talking  
20 about --

21 Q. That's what I'm interested in.

Kevin Jakel Confidential  
October 15, 2019

67

Page 67

1           A.       Everyone -- every NPE that looks  
2       at what we do for a zone, we would like them  
3       to say, okay, if we're going to enter into,  
4       you know, the transportation zone, right, we  
5       better do so with a really good patent  
6       because there's Unified out there and they  
7       have basically put us on notice, right, that  
8       bad patents are something that were, you  
9       know, there to help make sure that they  
10      don't use for monetization purposes.

11          Q.       So I'm still trying to figure out  
12      kind of this model. So Unified -- so let's  
13      just take American Patents as an example.  
14      Unified filed an IPR in one of the patents  
15      in the portfolio. That patent is now  
16      expired. If Unified and American Patents  
17      had a settlement, which we're not interested  
18      in doing, but if they had a settlement, that  
19      settlement would -- I don't know how that --  
20      what would the deterrence effect be for an  
21      expired patent where there is a license of

1 [REDACTED] Unified? How is that  
2 deterring anyone? How is that deterring  
3 American Patents?

4 A. It might not deter American  
5 Patents, but it might deter someone who is  
6 watching American Patents --

7 Q. Oh, okay.

8 A. -- and decides, hey, if I'm going  
9 to go buy another patent and try and  
10 duplicate what American Patents is doing, I  
11 don't want to -- you know, American Patents  
12 look like they didn't -- they got  
13 instituted. It looks like their patent  
14 wasn't as high a quality as they thought  
15 originally. Maybe they didn't put enough  
16 work into it. Maybe they didn't search long  
17 enough and hard enough to find it.

18 I mean, the number of things that  
19 I'm sure you're aware go into monetizing the  
20 patent is huge, right? It's a bunch of  
21 things. So we want everyone looking at the

Kevin Jakel Confidential  
October 15, 2019

69

Page 69

1 zone, not just American Patents. In fact,  
2 this has come up a lot. Like, yeah, I mean,  
3 it sucks to get selected by Unified Patents  
4 because then we are, you know, getting new,  
5 but that's kind of lucky. There's lots of  
6 other NPEs out there that we could have gone  
7 after as well.

8 But this is -- we end up finding  
9 ourselves here now, but that's the -- this  
10 is the process. We don't want -- we want to  
11 create a deterrence. That deterrence is not  
12 about American Patents and it's not about  
13 our members and it's about, hey, we want to  
14 show that bad patents should not be used in  
15 the zone that we are protecting.

16 Q. So the deterrence effect  
17 basically is the kind of threat of IPRs and  
18 anti kind of NPE cost of IPR litigation; is  
19 that correct?

20 A. I don't know if it's necessarily  
21 the cost. I mean, an IPR is somewhat

Kevin Jakel Confidential  
October 15, 2019

70

Page 70

1 expensive. But compared to the cost of  
2 litigation, it's not that expensive. So  
3 mostly what we want to show is that, you  
4 know, unfortunately when you want to sue  
5 lots and lots of companies, you tend to have  
6 to go out and buy really, really broad  
7 patents.

8               Really, really broad patents  
9 often tend to also be associated with kind  
10 of poor quality patents from a validity  
11 perspective. This is -- you know, law  
12 students kind of learn this in patents 101,  
13 right? So this is something we believe that  
14 by being able to show that super broad  
15 patents being used against lots and lots of  
16 companies tend to be invalid, that we will  
17 then be -- by showing those are invalid and  
18 being able to do it, the deterrence is that,  
19 hey, you don't want to buy a patent, sue a  
20 bunch of companies and then find out your  
21 patent is invalid and not be able to

Kevin Jakel Confidential  
October 15, 2019

71

Page 71

1 monetize anything because your patent should  
2 never have issued in the first place.

3           Rather, if you're going to go out  
4 and buy a patent, then we would love to see  
5 everyone do their homework, spend the  
6 upfront money to actually do the work, to  
7 find a high-quality patent and then if  
8 you're going to come into the zone, that's  
9 perfectly fine. We're not saying there's  
10 anything illegal or bad about monetization,  
11 but monetizing bad, like kind of invalid  
12 patents that should never have issued in the  
13 first place we think is a huge drain on, you  
14 know, the zones and the economy as a whole.  
15 So if we're going to license patents, great,  
16 but we should be licensing high-quality  
17 valid patents.

18           Q.       What's the downside for Unified  
19 filing IPRs? What happens when Unified  
20 loses IPRs?

21           A.       If we lose an IPR, it means that



Kevin Jakel Confidential  
October 15, 2019

72

Page 72

1 the USPTO disagreed with our arguments.

2 Q. So there's no downside really?

3 There's no kind of estoppel issues? You

4 guys have gotten around all of that? It's

5 kind of -- it's just a free shot at testing

6 a patent's invalidity?

7 MR. FAWZY: Object to the form

8 and calls for a legal conclusion.

9 THE WITNESS: Yeah. I mean, I

10 wouldn't characterize our loss the way that

11 you did.

12 BY MR. HARRINGTON:

13 Q. Is there any downside to Unified

14 or its members when it loses an IPR?

15 MR. FAWZY: Objection. Vague.

16 THE WITNESS: I mean, by the way,

17 I would say if there's any downside that

18 would come from it, the way you're implying,

19 I think, it would not just apply to our

20 members as I've kind of talked about, like

21 this -- the reason we would have identified

Kevin Jakel Confidential  
October 15, 2019

73

Page 73

1 a patent and believed it was invalid was  
2 because we had looked at it and we had  
3 decided we believed it was invalid and we  
4 had also checked that patent and found that  
5 it met the definition that we have for the  
6 zone.

7 And there are lots and lots of  
8 companies that produce products that meet  
9 the definition of our zone and some of those  
10 companies are our members. But in most  
11 cases, there are lots and lots of companies  
12 who are not our members. So any downside  
13 that could exist from us taking action on  
14 the patent, we believe that downside is  
15 something that all companies would be  
16 affected by.

17 BY MR. HARRINGTON:

18 Q. Is there any downside when  
19 Unified loses an IPR?

20 A. Again, I don't really know. This  
21 is -- in my opinion, like if -- sometimes we

Kevin Jakel Confidential  
October 15, 2019

74

Page 74

1 don't agree with the patent office, but  
2 usually we still believe very strongly in  
3 our arguments. And so, I mean, there's --  
4 I'm not going to speculate as to what those  
5 downsides might be, but if there are  
6 downsides, those downsides would apply to  
7 the entire zone.

8 Q. In 2011, when they enacted the  
9 AIA which ended up creating IPRs, do you  
10 think Congress intended for there to be any  
11 downside to losing an IPR?

12 MR. FAWZY: Objection. Calls for  
13 speculation.

14 THE WITNESS: I guess I'm -- can  
15 you point to something Congress said would  
16 be the downside?

17 BY MR. HARRINGTON:

18 Q. So there's estoppel provisions in  
19 the IPR that said when you lose an IPR, you  
20 no longer can -- the whole point of an IPR  
21 is it's supposed to be an alternative to

Kevin Jakel Confidential  
October 15, 2019

75

Page 75

1 litigation. So when you lose an IPR, you  
2 can no longer contest it in a district  
3 court. That's a downside.

4 MR. FAWZY: That wasn't a  
5 question. I'm sorry. I have no objection.

6 THE WITNESS: Yeah, I guess  
7 I'm -- this is your definition of what you  
8 believe a downside is. I don't necessarily  
9 agree or disagree.

10 BY MR. HARRINGTON:

11 Q. Do you agree that there are  
12 estoppel provisions that have been put in  
13 the AIA for particular reasons?

14 A. I believe that the -- I can say  
15 as a fact there are estoppel provisions  
16 built into the AIA.

17 Q. And what were the purposes of  
18 those estoppel provisions?

19 MR. FAWZY: Objection. Calls for  
20 speculation.

21 THE WITNESS: If we wanted to

Kevin Jakel Confidential  
October 15, 2019

76

Page 76

1 review the congressional record to see if we  
2 could identify what the motivations for  
3 Congress were, we could try to figure that  
4 out. But I'm not going to speculate as to  
5 the specific motivations for Congress.

6 BY MR. HARRINGTON:

7 Q. If you go back to Exhibit 3. On  
8 page UP0017, why does this press release  
9 mention TCL, LG, Samsung, Sharp, Acer and  
10 Huawei?

11 A. We typically give a little  
12 summary of the litigation.

13 Q. Is there a reason why Asus isn't  
14 mentioned here? Asus is also sued and is a  
15 very similar company to Acer.

16 A. Maybe we, at the time, thought it  
17 was redundant to kind of include it if it  
18 was so similar to Acer. I don't know.

19 Q. Is it your understanding these  
20 companies might have a specific interest in  
21 seeing this patent IPR'd?

Kevin Jakel Confidential  
October 15, 2019

77

Page 77

1 A. Can you say that again?

2 Q. Why these particular companies  
3 are listed here, and one guess I would have  
4 is that Unified thinks that these particular  
5 companies would be interested in the IPR.

6 For example, we know that Samsung  
7 would be interested because Samsung is a  
8 member.

9 A. You're assuming that Samsung is  
10 interested. I have no idea if they are or  
11 not.

12 Q. Well, you sent it to Samsung,  
13 correct?

14 A. This went to our members, but we  
15 did not include their name here because we  
16 thought they were interested in it.

17 Q. Why would you include the name  
18 then?

19 A. Because as I said in the  
20 beginning, in all of our summaries of our  
21 activities, we include a short description

Kevin Jakel Confidential  
October 15, 2019

78

Page 78

1 of the technology. So we're only looking at  
2 one out of hundreds of these things that get  
3 sent out and like the description of all of  
4 our other mass emails are identical. We  
5 always include a little summary along with  
6 the companies that have been sued on the  
7 patent.

8 And -- I mean, in this case, I  
9 think it was probably a -- we grabbed some,  
10 but not all because I think the list was  
11 significantly longer than this. And so the  
12 choice of just including some provided the  
13 purpose of summarizing the litigation, but  
14 there's no indication of which companies  
15 cared or didn't care about this IPR.  
16 Because honestly, we don't know whether or  
17 not they liked this IPR or hated it. We  
18 just simply don't know.

19 So in this list here, again, the  
20 UP17 and the emails, it looks to me like  
21 there are 38 Samsung.com addresses.

Kevin Jakel Confidential  
October 15, 2019

79

Page 79

1 MR. FAWZY: Which page?

2 MR. HARRINGTON: So 17, 18 and  
3 19. This is on the list. You're looking at  
4 the redacted version.

5 MR. FAWZY: Yeah, this is 18.

6 MR. HARRINGTON: If you keep  
7 going.

8 MR. FAWZY: Oh, okay.

9 MR. HARRINGTON: Sorry. That's  
10 how you guys gave it to us.

11 MR. FAWZY: Yeah.

12 BY MR. HARRINGTON:

13 Q. Why are there so many Samsung  
14 addresses in this list here?

15 A. My suspicion is that there are  
16 this many Samsung addresses because when we  
17 first -- this -- I'm 99 percent certain that  
18 this email is sent from our Salesforce  
19 system. And so when we first like set up  
20 our Salesforce system, we basically uploaded  
21 all of our contacts into Salesforce. This



Kevin Jakel Confidential  
October 15, 2019

80

Page 80

1 is kind of regardless of whether or not  
2 we've talked to them specifically about  
3 Unified or not.

4 This is just like all of our  
5 contacts went into Salesforce. And then  
6 when this email goes out, it goes out to  
7 anyone in the Salesforce system that has a  
8 Samsung email address. So this is not --  
9 this is just everyone -- all of our contact  
10 was put into Salesforce. And then when we  
11 send out our kind of marketing materials,  
12 not just this one, but all of the other  
13 ones, too, so every single mass email we  
14 send out goes out identical to this.

15 There's nothing special about  
16 this particular mass email related to  
17 American Patents, but what has happened here  
18 is that all of our emails -- and I think we  
19 had -- Samsung being a pretty big  
20 organization -- and I think what happened  
21 here is lots of Samsung email addresses got

Kevin Jakel Confidential  
October 15, 2019

81

Page 81

1 sucked up into Salesforce, and now when we  
2 send out an email like this, it sends it to  
3 everyone who has a Samsung email address.

4 Q. So you believe there's 38 people  
5 at Samsung that Unified in some way has had  
6 communications with aside from these mass  
7 emails?

8 A. That wouldn't surprise me. It's  
9 a massive organization and over the years,  
10 we've met lots of people at Samsung.

11 Q. When you say you've met lots of  
12 people, does Samsung members come here  
13 and -- Samsung employees come here and you  
14 meet with them and talk to them about  
15 various issues? How does that happen?

16 A. I guess I'm saying that this list  
17 of emails isn't even just Unified-related  
18 stuff. This goes back to -- from the  
19 beginning of our personal careers.

20 When I say we uploaded our  
21 personal contacts, I'm saying like

Kevin Jakel Confidential  
October 15, 2019

82

Page 82

1 everyone's -- like everyone's email contacts  
2 at the company are sucked up through an  
3 automatic email sucking-up system. Sorry.  
4 This is --

5 Q. That's all right.

6 A. But Shawn's great with these type  
7 of like tools, right? So he goes and he  
8 finds a tool that's going to scoop  
9 everyone's email contacts up for the  
10 company, scoops it all up. So if anyone  
11 even on day one for Unified had a Samsung  
12 email in their addresses from a previous  
13 life, those email addresses would have been  
14 captured and all of this would have been  
15 uploaded into Salesforce and then Salesforce  
16 would have had a universe of everyone's  
17 email.

18 And so this is almost certainly a  
19 list of Samsung email addresses. This could  
20 have been litigation from when I was a  
21 litigator back in -- at Kaye Scholer back in

Kevin Jakel Confidential  
October 15, 2019

83

Page 83

1 the day. This would have been any number of  
2 things over an entire career of collecting  
3 email addresses and contacts. This is  
4 representative of that. And given the size  
5 of Samsung, it's not surprising that Samsung  
6 is artificially represented here in such a  
7 big way.

8 Q. Of these 38 people that are  
9 listed in the email addresses here on this  
10 UP 18 to UP 20, how many of those do you  
11 believe Unified has met with in the time  
12 that Samsung's been doing business with  
13 Unified?

14 A. A dozen, maybe 15 to 20. I mean,  
15 it's big. And when we go to -- my  
16 experience has been when you go to Asia,  
17 they bring lots of people to meetings. This  
18 is not just like Samsung. Like basically  
19 most of the countries, my experience is when  
20 you meet with them in Asia, they tend to  
21 bring large numbers of people of meetings.

1 Q. Do you have a regularly scheduled  
2 meeting with Samsung?

3 A. We have a regularly scheduled  
4 meeting that we've thrown on the calendar.  
5 Samsung almost never shows up to it. They  
6 just -- just because of time difference and  
7 otherwise, they tend not to show up to the  
8 monthly call that we've put on the calendar.

9 Q. So you have a monthly call with  
10 Samsung? How many people from Samsung are  
11 involved with that?

12 A. Usually just one.

13 Q. Who is that?

14 A. [REDACTED]. Let me find  
15 him. I think his named is spelled [REDACTED]  
16 [REDACTED]. I think that's how you spell his  
17 name. I think we could look through these  
18 email addresses, but --

19 Q. That's fine. And so typically  
20 you do a monthly meeting with Samsung and  
21 the person involved is [REDACTED]?

Kevin Jakel Confidential  
October 15, 2019

85

Page 85

1           A.       Typically we don't do a monthly  
2     meeting as they never call. He doesn't call  
3     in.

4           Q.       When you say meeting, it's not an  
5     in-person meeting, correct?

6           A.       Not an in-person meeting. So  
7     this would be something we put on the  
8     calendar and we call in just to see --  
9     typically we call in to highlight like if  
10    anything -- if there's any activity in the  
11    zone or anything, kind of like the same  
12    marketing material. Hey, we did activity in  
13    the zone, this is what's happened. This is  
14    our opportunity to keep, you know, the  
15    relationships in contact. Pretty standard  
16    business activity.

17          Q.       How often does somebody from  
18    Samsung show up on one of these calls?

19          A.       Maybe a couple of times a year.  
20    It tends to -- meetings tend not to happen.

21          Q.       A couple of times a year. Is

Kevin Jakel Confidential  
October 15, 2019

86

Page 86

1 there any particular events that spur those  
2 calls and the participation in the call?

3 For example, after an IPR is filed, is that  
4 normally when Samsung shows up for a call?

5 A. No.

6 Q. Is there any particular event  
7 that causes Samsung to show up for one call  
8 and not for another call?

9 A. So typically -- I mean, the only  
10 thing I can think of where we end up -- like  
11 the communication starts up again is kind of  
12 around renewal time. So there's a process  
13 for renewal and we will send an email and we  
14 will say, hey, it's renewal time, we're  
15 going to do our standard, you know, renewal  
16 deck, send it over, we'll have a  
17 conversation, we'll walk through what we did  
18 last year and show you the work we've done.

19 So that is -- that's typically  
20 when things happen in terms of like  
21 communications. But I don't know of any

Kevin Jakel Confidential  
October 15, 2019

87

Page 87

1 like reason why, on some occasion, Samsung  
2 calls into on a call and when they don't.

3 Q. Do you do any meetings with  
4 Samsung in person?

5 A. We do. When we go over to Asia  
6 for business meetings, we always stop by and  
7 say hi to Samsung.

8 Q. And how often do you do that?

9 A. Probably three times a year, I  
10 think, is a fair estimate.

11 Q. And what are the meetings --  
12 what's the general content of the meetings  
13 that you have three times a year with  
14 Samsung?

15 A. The last couple of years, the  
16 general content has been trying to get them  
17 to participate in our standard essential  
18 patent zone. That's been the content of  
19 what we've really talked about when we've  
20 been over there.

21 We've been on sales activities,



1 not just with Samsung. It's like [REDACTED] and  
2 [REDACTED] and we don't normally go to [REDACTED]  
3 when we're over there. It would be like  
4 a -- when we organize it, we try to make it  
5 efficient and see as many companies as we  
6 possibly can when we're over there.

7 Q. So this is basically like a sales  
8 trip that you try and hit as many companies  
9 as you can?

10 A. Yes.

11 Q. And as part of that trip, do you  
12 also do communications about their current  
13 membership?

14 A. Sure. I mean, we're always  
15 talking to them about their current  
16 membership if we -- and always talking to  
17 all of our members about their membership.  
18 It's a process. Mostly the -- the  
19 conversation about our current membership,  
20 like on NPE zone when we want them to renew,  
21 that's a much more structured conversation.

Kevin Jakel Confidential  
October 15, 2019

89

Page 89

1 Like we have a presentation and we would  
2 present it and then we would show them what  
3 we did in the last year and then we would  
4 say, you know, if you like the work we did  
5 on behalf of the zone, sign up again. If  
6 you don't like it, you don't have to sign up  
7 again.

8 Q. What was in this presentation?  
9 What kind of information?

10 A. It's like the zone information.  
11 Basically here's all the activity we did in  
12 the zone, here's how much money we spent in  
13 the zone, how much money we spent on IPRs,  
14 on each individual one.

15 Q. So the cost of each particular  
16 IPR is shared?

17 A. Yes.

18 Q. Is that for all IPRs or just for  
19 that particular member? For example, when  
20 you have -- strike that.

21 So when you had the meeting with

Kevin Jakel Confidential  
October 15, 2019

90

Page 90

1 Samsung, do you discuss all of the IPRs in  
2 the zone or do you discuss just the IPRs  
3 that involved Samsung?

4 A. We discussed all of the IPRs in  
5 the zone. So we will have a list of  
6 everything that we did for the zone and all  
7 of the kind of high-level zone activity and  
8 we say this is -- you know, we think that  
9 ultimately we've done a bunch of good work  
10 in the zone and we think that we're  
11 ultimately deterring bad patents from the  
12 area. And then we say, you know, if you  
13 want to renew again, this is the fee, and  
14 that's the kind of structured thing. But we  
15 would walk through like the presentation and  
16 make kind of a renewal presentation.

17 Q. So is the presentation the same  
18 for all members?

19 A. Well, it depends on what zone  
20 they are participating in and it depends  
21 upon like what -- if an IPR was done two

Kevin Jakel Confidential  
October 15, 2019

91

Page 91

1 years ago, you know, if it's not active  
2 during someone's time period, then it will  
3 fall off the list, you know, and new IPRs  
4 will get added.

5 So other than like -- yes, all  
6 the presentations are the same except for  
7 like the -- depending on the zone that  
8 someone's participating in or zones, for  
9 that matter, and based on like the timing.  
10 So if someone's -- you know, someone's  
11 renewal deck in, you know, March of 2019  
12 will look different than one that was filed  
13 in -- or that what was created in September  
14 2019 because of the timing of things.

15 Q. Why do you tell Samsung the cost  
16 of each IPR?

17 A. So that's kind of legacy  
18 information from when I started the company.  
19 So when we started the company, there was  
20 like a -- I felt like there was a need for  
21 like a level of transparency that people

Kevin Jakel Confidential  
October 15, 2019

92

Page 92

1 would see, like, work getting done and all  
2 of that.

3 So a lot of that had to do with,  
4 you know, RPX at the time. RPX was out  
5 there and a big part of their thing was no  
6 one kind of knew what they were spending and  
7 how much and so people -- you know, RPX does  
8 something very different than us. They  
9 basically buy licenses out of litigation,  
10 but that made a lot of people, including  
11 myself, kind of like uncomfortable about the  
12 fact the money being spent to buy licenses  
13 would incentivize more NPE litigation.

14 So when I started the company, I  
15 wanted there to be kind of a level of kind  
16 of transparency that, hey, you're going to  
17 join a zone and if we take activity on  
18 something, we'll show you the number that we  
19 kind of spent on that activity so that we  
20 can kind of be a little bit more transparent  
21 than what RPX kind of was way back then,

Kevin Jakel Confidential  
October 15, 2019

93

Page 93

1 because we were going to be doing something  
2 very different and we wanted kind of in many  
3 ways just distinguish ourselves from RPX.

4 RPX had all this kind of cloud of  
5 secrecy around how they did deals and what  
6 they did and everything like that and we  
7 wanted to find a way to be way more  
8 transparent and not have that kind of cloud  
9 of secrecy around us.

10 Q. So you give them, Samsung,  
11 information as to each IPR, the cost of each  
12 IPR that's been filed and the zones it's a  
13 member of, correct?

14 A. Yes.

15 Q. Is that cost that outside  
16 counsel, expert costs and filing fees or  
17 does it also include the costs for -- well,  
18 is that the only cost?

19 A. It's typically an estimate. I  
20 mean, we try to get it as close as possible,  
21 but I think law firms are sometimes

1 notoriously bad at getting bills to us on  
2 time, so we tend to get it as close as we  
3 can as to what those actual costs are. But  
4 it is supposed to be kind of our full costs,  
5 so lawyers, experts, filing fees, you know,  
6 if there's costs that we kind of internally  
7 have that are easily set aside to say, yeah,  
8 that's -- clearly can say we spent this much  
9 money internally on something, then we might  
10 try to apportion internal expenses to it.  
11 But to be honest, that's really hard.

12 Q. So earlier I think you said that  
13 sometimes you do -- Unified does IPRs  
14 in-house, correct?

15 A. Yes.

16 Q. How does Unified apportion the  
17 costs for an IPR and show that to its  
18 members when it does an IPR in-house?

19 A. Some of those numbers will be  
20 really low. It will only be [REDACTED] or  
21 whatever it is that will be spent in terms

Kevin Jakel Confidential  
October 15, 2019

95

Page 95

1 of expert fees and others and filing fees  
2 and everything on an IPR. So those numbers  
3 would be low compared to the amount we've  
4 spent on something where, just for bandwidth  
5 reasons or whatever reason it was, we had to  
6 hire a firm. And some firms are way more  
7 expensive than other firms, so, you know,  
8 whatever. Whatever the numbers are, that's  
9 what numbers go on the list.

10 Q. So you don't try and include  
11 overhead or your in-house attorneys' costs  
12 in that IPR costs; is that correct?

13 A. Like I said earlier, if there's a  
14 way for us to kind of know, hey, we spent a  
15 bunch of money on something because we  
16 either had to do crazy amounts of prior art  
17 searching or something else that we -- if we  
18 can identify like, hey, we spent a bunch of  
19 time and energy in-house on something and we  
20 feel like we can actually, without wasting  
21 all of our time tracking accounting,



Kevin Jakel Confidential  
October 15, 2019

96

Page 96

1 apportion something that's kind of internal  
2 on G&A running the company to an IPR, then  
3 we would do it if we could, but if we can't,  
4 we don't do it. So sometimes there's a  
5 little bit of like, I guess, estimates  
6 around, hey, this is the cost of an IPR to  
7 us and sometimes that will include if a  
8 particular patent costs us a little bit  
9 more.

10 And this is kind of like great  
11 information for benchmarking. And, you  
12 know, we always thought companies would find  
13 it very interesting, partly because we do so  
14 many IPRs, that this would be data that  
15 would be valuable to people to benchmark if  
16 they were going to be doing their own IPRs.

17 Q. So each individual IPR in the  
18 zone that the member is part of, the cost of  
19 that is given and then is there a cost given  
20 for the IPRs in which that member was  
21 involved in litigation?

Kevin Jakel Confidential  
October 15, 2019

97

Page 97

1           A.     I guess I don't understand your  
2     question. All of the IPRs that met the zone  
3     definition would be included on the list  
4     regardless of whether or not that member was  
5     in litigation or not.

6           Q.     Do you in any way explain to  
7     Samsung or other members which of those IPRs  
8     involved that member?

9           A.     No. I mean, we're not going to  
10    go through kind of which IPRs are specific  
11    to their litigations or not. That is -- I  
12    mean, that's not what the conversation is  
13    about.

14          Q.     So what information does giving  
15    the specific IPR or for each individual IPR  
16    cost give to Samsung? So you'll give a  
17    number -- what's the general range for the  
18    IPR cost that you would tell Samsung?

19          A.     I mean, I don't know. Any -- if  
20    an IPR has just been filed, then the only  
21    cost would be the filing fee, the expert

Kevin Jakel Confidential  
October 15, 2019

98

Page 98

1 fees, prior art search fees, librarian fees  
2 or depends on like the nonpatent literature,  
3 like, you know, like that would be just --  
4 you know, it's up to that point. Like we  
5 create the presentation at a point in time.  
6 We look at the cost of what we think has  
7 been spent on that IPR. We include it.

8           Now, if an IPR is really old,  
9 it's been going on in the zone for a year  
10 and a half, then that number could be the  
11 full cost of the IPR all the way through a  
12 final written decision or even an appeal.  
13 Like the numbers, if they add up over time,  
14 will look like, you know, the fully loaded  
15 cost of taking an IPR all the way through to  
16 conclusion.

17           Q.     And I don't need specific  
18 numbers. I'm just trying to get -- so  
19 you'll give them an early stage, say, it  
20 will be 50 grand and late stage, it will be  
21 300 grand. Is that a kind of fair range

1     that the individual IPR costs will be in? I  
2     don't need specifics. I'm just trying to  
3     get an idea of what the range of these  
4     individual numbers that you're giving to  
5     them look like.

6           A.     I mean, it doesn't -- whatever  
7     the number is, it is. I mean, there have  
8     been IPRs that have been over [REDACTED] spent  
9     on it because it just happened to go all the  
10    way through appeal and there was lots of  
11    complications or issues or -- I don't know.  
12    It could also be that we handled it  
13    completely in-house and had nothing and it  
14    could have been just, you know, whatever,  
15    [REDACTED] for -- I don't know like -- I mean,  
16    whatever the numbers are for the amount that  
17    we believe we've kind of spent on that IPR,  
18    at the moment that presentation is created,  
19    we just slap them in there.

20                   This is not -- there's no thought  
21    process that goes into it. There's just

1     what the numbers are at that particular  
2     moment in time. Whatever they are, they  
3     just go on the presentation.

4             Q.     So what's the least amount  
5     Unified's ever spent on an IPR? You said  
6     [REDACTED]. Is that about right?

7             A.     I don't know. I mean, I think --  
8     I don't know. I mean, that would kind of be  
9     the minimum is the cost of getting on file.  
10    I don't know if we've ever filed an IPR  
11    without an expert declaration, but it's  
12    possible. I don't recall anymore. I think  
13    we're up to 170 or so.

14                So at this point, we're way  
15    beyond my memory on the individual IPRs, but  
16    that would be kind of the bare minimum that  
17    you possibly could do it.

18             Q.     And what's the most Unified's  
19    ever spent?

20             A.     I'm not sure I know that either.  
21    But I believe we have spent over [REDACTED] on

Kevin Jakel Confidential  
October 15, 2019

101

Page 101

1 an individual IPR through appeal and  
2 otherwise. I think that's probably in the  
3 accurate range.

4 Q. So for cases that actually go to  
5 a final decision, I guess when you give  
6 these costs, do you tell Samsung where the  
7 case is and, you know, kind of why the  
8 numbers are where they are?

9 So, example, you just said, you  
10 know, it's the beginning of a case and so  
11 we've just done a filing fee and maybe an  
12 expert and that's cost us X amount and then  
13 here's 10 other ones that we have in the  
14 zone and they're all -- they've all gone to  
15 final decision this year. Do you include  
16 that information with each cost breakdown?

17 A. No.

18 Q. So literally you're just giving  
19 an IPR number and how much money you've  
20 spent, like a spreadsheet of kind of each  
21 one of those -- each number; is that right?

Kevin Jakel Confidential  
October 15, 2019

102

Page 102

1           A.       Yes.   So it will just  
2       literally -- we're talking about these  
3       numbers, it's literally just a chart that's  
4       got -- it's typically just the name of the  
5       NPE because patent numbers are too difficult  
6       to memorize.   So it's the name of the patent  
7       owner and the amount that we have spent to  
8       date on that.   There's no status information  
9       or anything related to that -- like that  
10      number is just like here's what we've spent  
11      to date.   We are almost always like talking  
12      about like the zone as a whole, like here's  
13      what has happened in the zone --

14           Q.       So the number you usually discuss  
15      with Samsung is the -- we've spent X million  
16      dollars on the zone or how -- the larger  
17      number that's all of the IPRs combined; is  
18      that right?

19           A.       Like we summarize that number.  
20      We summarize that number for every single  
21      zone and presentation that we create.

1 Q. So for Samsung, when did you do  
2 the presentation for Samsung last?

3 A. We're actually in a -- the most  
4 recent one is from the end of last year. So  
5 we're to be meeting with them and presenting  
6 to them in a few weeks.

7 Q. Do you remember what the number  
8 was for how much Unified spent for the zones  
9 that Samsung is a member of last year?

10 A. No.

11 Q. Do you have a rough estimate?

12 A. The content zone typically has [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 Q. And it's a couple -- it's about,  
17 approximately -- I mean, it's [REDACTED]

18 [REDACTED] --

19 A. [REDACTED]

20 Q. In that approximate range? How  
21 varied is that number that you present to



Kevin Jakel Confidential  
October 15, 2019

104

Page 104

1 Samsung for each year? Do you tell Samsung  
2 that number's gone up by 10 percent or that  
3 number's gone down by 10 percent?

4 Do you do comparisons year to  
5 year?

6 A. No.

7 Q. Do you know how much variability  
8 there is in that number since Samsung's been  
9 a member?

10 A. I have no idea. I mean, I can  
11 tell you that I know it's been going up  
12 because we've been growing. So like more  
13 people participate in a zone, then the zone  
14 has more resources to do more work. So  
15 that's not what it did last year. I don't  
16 know what -- high-level number -- I don't  
17 know what it did this year off the top of my  
18 head. Like this is -- it has been growing  
19 up just because we've been growing over the  
20 years.

21 Q. Do you tell the members what

1 percentage of their subscription fees are  
2 going to IPRs?

3 A. Nope.

4 Q. So all they have is just an  
5 overall -- they have each individual IPR and  
6 the overall IPRs as a total, but they don't  
7 know what percentage that is of the overall  
8 revenue in that particular zone?

9 A. No.

10 Q. So what's the purpose of telling  
11 them all these numbers? Like how does that  
12 sell them on the new membership?

13 MR. FAWZY: Object to the form.

14 THE WITNESS: I was just going to  
15 say, like I don't -- I know why we put it in  
16 there and that's because when I first  
17 started the company, I thought it was a good  
18 idea to have a level of transparency.

19 So if you look in our membership  
20 agreement, you will find in there [REDACTED]

21 [REDACTED]

1 [REDACTED] and I've

2 never once thought one way or the other

3 about whether it's needed or not needed.

4 But contractually, I'm obligated to [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED].

8 We meet some of those obligations

9 by [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 BY MR. HARRINGTON:

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Bar Index	Approximate Length (%)
1	95
2	90
3	75
4	98
5	40
6	94
7	100
8	96
9	96
10	96
11	92
12	98
13	88
14	88
15	98
16	90
17	60
18	100
19	100
20	95
21	80

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13           Q.       Can you go to Exhibit 3, the

14       membership agreement?

15                   MR. FAWZY:   And any time you feel

16       like taking a break.

17                   MR. HARRINGTON:   This is a good

18       breaking point if you guys want to take a

19       quick one.

20                   MR. FAWZY:   If it's okay with

21       you.



1 MR. HARRINGTON: Yes, it's fine  
2 with me.

3 (Brief Recess.)

4 BY MR. HARRINGTON:

5 Q. Earlier we were talking about  
6 kind of the individual IPR costs. Do you  
7 have an idea of what the average IPR cost is  
8 for a case that goes all the way through to  
9 final decision is for Unified?

10 A. All the way through to final  
11 written decision or appeal?

12 Q. Final written decision.

13 A. That's probably close to [REDACTED]  
14 is my guess, it goes all the way to  
15 decision.

16 Q. And you said through appeal.  
17 Does Unified -- how many appeals has Unified  
18 done?

19 A. I don't know. Half a dozen  
20 maybe. Off the top of my head, I don't know  
21 exactly. A handful.

Kevin Jakel Confidential  
October 15, 2019

113

Page 113

1 Q. Let's go to the membership  
2 agreement.

3 A. Okay.

4 Q. Is there anything in this  
5 agreement that prevents Samsung from  
6 contacting Unified?

7 A. There is -- I mean, there's  
8 nothing in here that prevents them from  
9 doing that. Contacting Unified is perfectly  
10 fine in our opinion.

11 Q. Is there anything in this  
12 agreement that prevents Samsung from  
13 discussing IPRs with Unified?

14 A. I don't think there's anything in  
15 here that prevents Samsung from calling and  
16 asking about an IPR.

17 Q. Is there anything in this  
18 agreement that prevents Samsung from making  
19 requests concerning a particular IPR?

20 A. Yes.

21 Q. Where is that?

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20 Q. So Unified's position is that it

21 could -- it would be [REDACTED]

Kevin Jakel Confidential  
October 15, 2019

117

Page 117

1 to reduce NPE litigation in a zone to not  
2 file any IPRs on behalf of a particular zone  
3 in a given year?

4 A. Probably, yes. I mean, our point  
5 is that we think that the full scope of  
6 everything we do is what generates our  
7 deterrence. In our own decision-making  
8 authority, we also think that filing IPRs is  
9 a particularly beneficial one, like we get  
10 the most bang for our buck in terms of  
11 generating a deterrence by -- for the zone  
12 by using IPRs.

13 But we could file ex parte  
14 re-examinations. We could do prior art  
15 search and publish it against individual  
16 patent owners. We have a program we call  
17 patrol, which allows us to put patents up on  
18 a platform and have people submit prior art  
19 as a -- for an award.

20 Like there's lots of things that  
21 we can do. Filing IPRs is one of the most

1 expensive, but we don't necessarily believe  
2 that it's the only thing that we do that  
3 helps generate a deterrence for a zone and  
4 so it's the full scope of what we do is what  
5 we think -- you know, it's our reputation.  
6 It's our position. It's everything about  
7 what we do that we think is valuable for the  
8 creation of deterrence for the zone. But  
9 when it comes to filing IPRs, we personally  
10 believe that they're effective in showing  
11 that the use of bad patents can  
12 ultimately -- it's a big function of how we  
13 deter that activity.

14 Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15           Q.     You said that IPRs are one of the  
16     most effective ways to generate deterrence;  
17     is that right?

18           A.     It's our opinion that we think  
19     that -- I mean, the thing that we get from  
20     an IPR is to show that a patent should never  
21     have issued in the first place and it was a



Kevin Jakel Confidential  
October 15, 2019

120

Page 120

1 bad patent.

2 And IPRs give us a means in which  
3 to show that to not just the NPE that we've  
4 filed the IPR against, but that lots of the  
5 other either institutional NPEs, companies  
6 that already exist, either patent owners or  
7 individual inventors and everyone, that,  
8 hey, we want everyone to see when bad  
9 patents are used in a zone.

10 And then those patents are  
11 identified as invalid because we took action  
12 and showed that to the world through an IPR.  
13 So we think that is a tool that does that.  
14 There are other things you could do. You  
15 could publish prior art or even publish  
16 prior art along with claim charts and a  
17 whole huge analysis for -- and there's lots  
18 of things you can do. But one of the things  
19 that we've decided is that we think filing  
20 IPRs accomplishes those things and some  
21 more.

Kevin Jakel Confidential  
October 15, 2019

121

Page 121

1 Q. Has the publishing prior art  
2 method ever been shown to be an effective  
3 deterrent in any way in any particular  
4 instance?

5 A. We think so.

6 MR. FAWZY: Objection. Objection  
7 to form and vague.

8 THE WITNESS: I mean, we think  
9 so.

10 BY MR. HARRINGTON:

11 Q. And what was the evidence that  
12 that was a deterrent?

13 A. I'm not necessarily saying that  
14 it was evidence, but we think so.

15 Q. What's that based on?

16 A. I don't think patent owners are  
17 interested in seeing their patents put up on  
18 a platform to have everyone take a crack at  
19 seeing if there's prior art against them. I  
20 think that's not something that patent  
21 owners want to see because I think lots of

Kevin Jakel Confidential  
October 15, 2019

122

Page 122

1     them -- we then take that prior art, we look  
2     at it and if we think some of it's good,  
3     then we pay to submit a reward. But we  
4     didn't turn around and publish that to the  
5     world.

6                     So in terms of this one control  
7     platform, we have the prior -- the crowd  
8     source kind of prior art solution. We do  
9     think that putting prior art out there in  
10    the public domain is something that future  
11    defendants who might be -- you know, have  
12    this patent asserted against them are going  
13    to be able to look at and use. So we do  
14    think that it ultimately generates that  
15    deterrence.

16            Q.     Has that ever resulted in an  
17    invalidated patent?

18            A.     I don't know. I mean, we put the  
19    prior art out there. I don't know who has  
20    looked at it and who has not. But if we've  
21    turned over something and a patent owner

Kevin Jakel Confidential  
October 15, 2019

123

Page 123

1 actually looked at it and found a piece of  
2 prior art that covered their own patent, I  
3 would hope they took that as an opportunity  
4 to not assert a patent that that piece of  
5 prior art has shown to be potentially  
6 invalid. That's just as likely as others  
7 using it.

8 Q. But as far as you're aware, no  
9 one has actually ever invalidated a patent  
10 based on the crowd sourcing method?

11 A. Not to my knowledge. I  
12 haven't -- we haven't -- I'm not sure we  
13 ever even looked.

14 Q. How many IPRs has Unified filed?

15 A. I think we have filed 170 or so.  
16 We're in that ballpark.

17 Q. And what percentage of that 170  
18 have settled?

19 A. I think less than a third.

20 Q. More than a quarter?

21 A. How many is a quarter?

Kevin Jakel Confidential  
October 15, 2019

124

Page 124

1 Q. I'm just trying to get a --

2 A. No, I know I -- I can't do the  
3 math that fast. I would say probably  
4 between 20 and 40.

5 Q. Twenty and 40 percent or 20 and  
6 40 --

7 A. No, 20 total. Between 20 and 40.

8 Q. Of 170, between 20 and 40 have  
9 settled?

10 A. Yes.

11 Q. That's fine. How many of the 170  
12 resulted in a final decision on which the  
13 patents were invalidated? Totally,  
14 completely invalidated?

15 A. I don't know the stats off the  
16 top of my head.

17 Q. Is that something that's on  
18 Unified's portal?

19 A. I mean, these -- like if you get  
20 into -- I mean, these can be generated from  
21 either our own portal or other third-party

Kevin Jakel Confidential  
October 15, 2019

125

Page 125

1 portals. You just type in like success  
2 rate, identify the petitioner and there are  
3 tools out there. We don't always agree with  
4 exactly how they calculate success, but like  
5 these are all -- this is all public  
6 information.

7 Q. Do you have any idea of the  
8 number of patents just roughly -- well, so  
9 does Unified keep track of a win rate?

10 A. We do. We do keep track of like  
11 a -- what we call kind of a success rate.

12 Q. And what is Unified's -- what is  
13 the number for their success rate?

14 A. Off the top of my head, I don't  
15 know what it is right now from, like going  
16 back to the beginning of time. I think we  
17 were all pretty proud of, in 2018, we had  
18 a -- what we would consider a success rate  
19 of 85 percent. So that's -- we thought that  
20 was a good number.

21 Q. And when you consider success

Kevin Jakel Confidential  
October 15, 2019

126

Page 126

1 rate, does that mean that all claims and all  
2 patents have been canceled?

3 A. No, because it's really  
4 complicated to try and calculate success on  
5 a claim-by-claim basis. So if we got  
6 instituted, that would be success. It's  
7 like a moment, like a snapshot in time. So  
8 if we got an institution decision in 2018  
9 and it got instituted, then that would have  
10 been a positive, would have been a success,  
11 although that would be true even if we only  
12 got instituted on one claim.

13 If we -- although that has  
14 changed now with the SAS decision. So,  
15 anyway, you get the point. If we get  
16 instituted, that's a positive. If we get a  
17 final written decision where we cancel the  
18 claim, that's a positive as opposed to a  
19 negative. I mean, could be true even if we  
20 got one claim canceled and all the others  
21 survived, it's still true that we consider

Kevin Jakel Confidential  
October 15, 2019

127

Page 127

1 it positive.

2 Then if an IPR were to settle,  
3 then we would consider that a positive.  
4 Basically anything that happens where we  
5 feel like we are creating a deterrence, we  
6 would consider that to be positive. And  
7 then the other category here would be either  
8 we lost at final written decision or we lost  
9 an institution decision. Both of those  
10 would be negative outcomes where we -- you  
11 know, those don't generate deterrence. And  
12 that would be how we calculate kind of  
13 success rate in 2018.

14 Q. So can you think of a better way  
15 of generating deterrence than filing IPRs  
16 for Unified's members?

17 A. Well, we don't generate  
18 deterrence for Unified's members. We  
19 generate deterrence for the zone. So --

20 Q. I'll start over. Is there a  
21 better way of generating deterrence for a



Kevin Jakel Confidential  
October 15, 2019

128

Page 128

1 zone than filing IPRs?

2 A. I guess it's possible. I mean,  
3 we've been trying to -- and we're constantly  
4 looking at new ways to do what we do. I  
5 mean, this is an ongoing effort, so this --  
6 IPRs are one tool that we use. It's not the  
7 only tool that we use.

8 Is it the -- it's kind of the  
9 most expensive one, so like if it sucks up  
10 like a disproportionately large amount of  
11 our activity goes to -- or revenue I guess  
12 goes to IPR activity as opposed to the other  
13 things that we consider in the zone, but --  
14 and we do think it's the most effective at  
15 kind of showing that a patent should never  
16 have issued in the first place.

17 But, I mean, like I said, if  
18 people would take the fact that we've found  
19 IPR -- sorry -- that we found prior art  
20 seriously and that we would maybe publish  
21 that kind of information and everyone would

Kevin Jakel Confidential  
October 15, 2019

129

Page 129

1 take advantage of it, that might be, you  
2 know, equally influential in the future.

3 Just right now, it feels like the  
4 only time you can ever get someone to  
5 acknowledge a bad patent is if you take it  
6 all the way to, you know, either a district  
7 court litigation where someone shows that a  
8 patent is invalid or you get the PTAB to do  
9 it. But my experience has been over the  
10 years that other than one of those two  
11 things happening, invalidity is something  
12 that patent owners kind of refuse to kind of  
13 look at and take seriously.

14 Q. So as you sit here today, do you  
15 think that filing IPRs is the best strategy  
16 for Unified to deter NPEs for a particular  
17 zone?

18 A. As of today, it is one part of  
19 the overall strategy and I think it is one  
20 of the most important things that we do as  
21 an overall process of creating deterrence

Kevin Jakel Confidential  
October 15, 2019

130

Page 130

1 for our zones.

2 Q. How does Unified know that its  
3 members are satisfied?

4 MR. FAWZY: Objection. Calls for  
5 speculation.

6 THE WITNESS: Yeah. I was just  
7 going to say, like I don't know that they  
8 are satisfied. I know that they have  
9 renewed and so by that -- that I think is a  
10 good thing, that we are generating  
11 deterrence for zone and we continue to get  
12 paid to generate deterrence for the zone.

13 But in terms of like whether or  
14 not they're satisfied or not, I think that's  
15 something you'd have to ask them.

16 BY MR. HARRINGTON:

17 Q. Have any Unified members ever not  
18 renewed their membership?

19 A. Yes.

20 Q. Who? You don't have to list all  
21 of them. Give me an example.

1           A.       Yeah. So off the top of my head,  
2       [REDACTED] is a company that was once a member  
3       and is not and we hope some day comes back.

4           Q.       Why did [REDACTED] tell you that  
5       they were not renewing?

6           A.       They had budget issues and said  
7       that -- I think they had a -- either a new  
8       GC or someone, you know, kind of changed at  
9       the top. And it's my understanding that the  
10      budget was basically completely wiped out  
11      and everyone had to redo their budgets and  
12      they needed to identify what they were going  
13      to -- they had reduced budgets.

14                   So everything that was being  
15      spent got all wiped out and the total amount  
16      of what they were allowed to spend in their  
17      departments was reduced from where it was  
18      before and then they needed to see if they  
19      could find budget.

20                   And it's my understanding that  
21      despite working really hard to try and stay

1 a member, there just wasn't a budget to  
2 remain a member of Unified.

3 Q. As part of that process, did  
4 Unified go do a pitch and explain kind of  
5 the value it was adding to [REDACTED]

6 A. Sure we did, yeah.

7 Q. What was the main pitch that  
8 Unified made to [REDACTED]

9 A. The main pitch was we think that  
10 it's a good thing to be working and paying  
11 us to protect the key technology areas and  
12 this is something that we think ultimately  
13 benefits the zone. This is the same pitch  
14 that every trade association makes to a  
15 company that asks them to continue to  
16 participate, that, listen, in the long run,  
17 if you participate, then we're going to have  
18 a benefit for the technology and, you know,  
19 all boats rise with the tide.

20 So that's the pitch we would have  
21 made to [REDACTED] that it made sense for them

1 to participate, because we wanted to create  
2 the deterrence for the zones that they had  
3 been participating in.

4 Q. So you didn't make a business  
5 case for [REDACTED] like here's how you're  
6 going to make extra money or anything like  
7 that?

8 A. No.

9 Q. There's not a particularized  
10 showing as to why this would be beneficial  
11 to [REDACTED]

12 A. No.

13 Q. Have you ever made it a business  
14 case to anybody when they've dropped out,  
15 said, look here, here's how we're saving you  
16 money?

17 A. No.

18 Q. Is there a business case to be  
19 made?

20 A. I mean, I guess we're making the  
21 same business case that every trade

Kevin Jakel Confidential  
October 15, 2019

134

Page 134

1 association makes, that, yeah, like  
2 there's -- if we are successful in deterring  
3 NPE activity from a zone, then everyone  
4 within that zone is going to be able to save  
5 because NPEs won't be targeting that  
6 technology area and so there will be more  
7 freedom to operate for every company that's  
8 participating in the zone.

9 And, yeah, we make -- this is  
10 just the same type of business case that is  
11 made when you're trying to do something on  
12 behalf of a technology area or an industry.  
13 You make the business case, that all boats  
14 will rise with the tide if ultimately we're  
15 successful.

16 Q. Has Unified ever tried to make  
17 that business case for a particular zone,  
18 for example, say, you know, before  
19 Unified -- the year before Unified, you  
20 know, started its NPE practice, it -- you  
21 know, this zone paid X million dollars in

Kevin Jakel Confidential  
October 15, 2019

135

Page 135

1 licensing fees to NPEs and the year after,  
2 the zone paid, you know, 80 percent of that  
3 number or something? Is there any kind of  
4 business case like that that Unified's ever  
5 tried to put on?

6 A. We wouldn't know those numbers in  
7 any way. So like we -- I think one of the  
8 premise that probably you might need to know  
9 is that we explicitly tell our members that  
10 we are not their attorneys and there is no  
11 attorney-client relationship between us and  
12 our membership. So we make that clear both  
13 during our pitches and through everything  
14 else. So companies don't share with us the  
15 kind of information that you are  
16 referencing.

17 And companies don't share with us  
18 their settlement agreements or numbers or  
19 licensing fees or like we're not on the  
20 inside of the legal departments for these  
21 companies in any way. We're not -- we don't



Kevin Jakel Confidential  
October 15, 2019

136

Page 136

1 have any access to any of that kind of  
2 information.

3 And even if we were to ask for  
4 it, because we're not -- because we're not  
5 a -- we don't have an attorney-client  
6 relationship with anyone, we -- like no one  
7 would share that with us. They don't share  
8 their litigation strategies. They don't  
9 share their settlement strategies. There's  
10 no communication about anything between us  
11 and them, about any particular litigation  
12 they have or anything because everyone --  
13 you're a litigator. I mean, you don't waive  
14 privilege on any of this. So companies know  
15 that they're not going to waive privilege  
16 because they don't know how far that waiver  
17 may go.

18 So we make sure everyone is aware  
19 of the structure of Unified and everyone  
20 knows, hey, like if we talk about things,  
21 then, like and I'm under -- getting deposed,

Kevin Jakel Confidential  
October 15, 2019

137

Page 137

1 I'm going to have to tell everyone what we  
2 talked about. This is -- and you don't want  
3 to waive privilege and have privilege go  
4 someplace that you don't know where it's  
5 going to go and we don't want you to do  
6 that. We're going to -- for all of those  
7 reasons, we are independent and we're not  
8 going to be a part of any of those things.

9 So in order to maintain our  
10 independence, we keep this all separate,  
11 like this is part of what we want is to have  
12 a third party that can go out, do the work  
13 that we want to do and we don't want to get  
14 involved in any way with what they've got  
15 going on inside their legal department.

16 Q. Has Unified ever received any  
17 other feedback from a member that's not  
18 renewing aside from budgetary concerns?

19 A. Not to the best of my knowledge.  
20 I mean, I'm trying to think back. There had  
21 been a couple of companies who were

Kevin Jakel Confidential  
October 15, 2019

138

Page 138

1 purchased by others and so when it came time  
2 for renewal, the decisionmaker had changed  
3 and the original member no longer had the  
4 authority to kind of remain a member.

5 But in that situation, it just  
6 turned into, you know, we went and made a  
7 pitch to the new, you know, owner and said,  
8 hey, under those circumstances, the way  
9 Unified works, the new company as a whole  
10 needs to join Unified, not just like that  
11 one piece.

12 So we have affiliate language in  
13 our agreement, so like we kind of treat  
14 companies as a whole. So we would have gone  
15 to the new owners and tried to convince them  
16 to join. And I know of a couple of  
17 companies who ultimately did not join so  
18 that those member were kind of no longer  
19 members.

20 Q. So has any member ever told  
21 Unified when they've been sued for patent

Kevin Jakel Confidential  
October 15, 2019

139

Page 139

1 infringement?

2           A.       Sure. But we know that someone  
3 has gotten sued because we got the docket  
4 report the same day as you do. So like if  
5 anyone -- every single litigation that  
6 happens day in and day out every day, we are  
7 aware of every single litigation that  
8 happens.

9                   So if we are talking to someone  
10 about, you know, just industry information  
11 and everything, I am certain we have had  
12 conversations with members and nonmembers  
13 because we're aware of the litigation that's  
14 ongoing and I'm certain that litigation has  
15 been a topic of, hey, you've been sued.  
16 Yeah, we've been sued.

17                   I mean, obviously we look at  
18 every single one of those to decide whether  
19 or not we believe it's an NPE or not, as an  
20 example, but that's -- you know, those  
21 conversations of course happen.

Kevin Jakel Confidential  
October 15, 2019

140

Page 140

1 Q. Has Samsung ever informed Unified  
2 that it's been sued for patent infringement?

3 A. Off the top of my head, I don't  
4 recall any conversation with Samsung about  
5 any specific litigation.

6 Q. So Unified is monitoring the  
7 patent filings. After a member gets sued  
8 for patent infringement, does Unified  
9 contact that member?

10 A. About the litigation?

11 Q. Just the fact that it's been sued  
12 for any reason.

13 A. No.

14 Q. So why is Unified monitoring the  
15 patent litigations?

16 A. Well, I mean, we monitor -- well,  
17 in order to monitor NPE activity, you have  
18 to monitor all litigation.

19 Q. And why does that matter? What  
20 does NPE activity have to do with Unified's  
21 business?

Kevin Jakel Confidential  
October 15, 2019

141

Page 141

1 A. Say that again.

2 Q. What does NPE litigation have to  
3 do with Unified's business? I mean, you  
4 could have an NPE that sues just one company  
5 and that doesn't mean anything about whether  
6 those are good patents or bad patents,  
7 right?

8 A. I mean, we have what we call NPE  
9 zones. I guess I'll step back to the  
10 beginning. We have NPE zones. In order to  
11 know whether or not a patent fits one of  
12 those zones and if it's an NPE and if we  
13 consider it to be a threat to the zone and  
14 whether or not we think that by filing an  
15 IPR, as an example, would be a deterrent  
16 activity for the zone, in order to do any of  
17 all of that, we actually have to find that  
18 patent.

19 So we will look at every single  
20 patent litigation that gets filed. We will  
21 also look to see whether or not those

Kevin Jakel Confidential  
October 15, 2019

142

Page 142

1     litigations are brought by NPEs. We will  
2     also look to see whether or not those  
3     patents will meet our zone definitions and,  
4     if the litigation is NPE -- is an NPE  
5     litigation and it meets a zone, then we will  
6     start looking at that to see, hey, do we  
7     think that patent is invalid and do we think  
8     that there would be a deterrence value to us  
9     taking action against it.

10                 In order to do that analysis, you  
11     have to look at the NPE litigation and in  
12     order to look at NPE litigation, you've got  
13     to look at all litigation.

14                 Q.     I guess that's my question is why  
15     is it? I mean, there's plenty of NPEs that  
16     don't file lawsuits and simply license  
17     companies, correct?

18                 A.     That's true.

19                 Q.     So what does litigation have to  
20     do -- I mean, you could follow, you know,  
21     assignment records and kind of figure out

Kevin Jakel Confidential  
October 15, 2019

143

Page 143

1 who has been assigned large quantities of  
2 patents and --

3 A. Sure.

4 Q. -- kind of figure out IPRs based  
5 on that. Why do you need litigation records  
6 in order to do that?

7 A. We've done some of that.

8 Q. So I don't understand why would  
9 you need -- why wouldn't you just base  
10 everything on that? Why not base everything  
11 on assignment records?

12 A. Well, that would make up a very  
13 small amount of all of the NPE activity. I  
14 mean, like --

15 Q. Well, how do you know that?

16 A. Well, it's our opinion of it is  
17 we looked to see there's lots of litigation  
18 going on and including some of these NPEs  
19 that may or may not have ongoing litigation.  
20 Some of them do and we would spot those  
21 litigations by monitoring litigation.



Kevin Jakel Confidential  
October 15, 2019

144

Page 144

1 We also watch for -- I mean, like  
2 when we say we monitor, it's not just  
3 litigation. We also monitor for assignment  
4 records. So as an example, if IV sells  
5 anything today, and they're selling lots of  
6 stuff, we love to see that as, okay, they've  
7 sold somebody, who did it go to, is that  
8 going to go to an NPE and try to be  
9 monetized, like as an example of what you're  
10 saying. All of that activity goes into a  
11 bucket.

12 I didn't say that we only look at  
13 NPE litigation. We look at all of --  
14 everything that we can find to get a  
15 complete or wholesome view of all NPE  
16 activity and then from that, we will pick  
17 and choose which patents we think, if we  
18 were to take action again, would generate a  
19 deterrence value for our zone.

20 Q. Are Unified members allowed to  
21 tell Unified about the specific claims of a

Kevin Jakel Confidential  
October 15, 2019

145

Page 145

1 patent that are being asserted against them?

2 A. We don't have conversations about  
3 litigation to find out which claims are  
4 being asserted or not. And so this would be  
5 something that we don't have that  
6 conversation at all.

7 Q. How does Unified know which  
8 claims to file suit on, file an IPR on?

9 MR. FAWZY: Just -- I don't think  
10 you're going into this, but just object on  
11 the basis of privilege. But to the extent  
12 you can speak generally without revealing  
13 privileged info, please do.

14 THE WITNESS: So the analysis for  
15 any one patent and specifically what we did  
16 there, we would consider that, I guess, to  
17 be privileged here, but we tend to try and  
18 file IPRs on as many claims as we have prior  
19 art to cover. So we don't pick and choose  
20 our claims based on which companies have  
21 seen claims asserted against them. We don't

1 have that information. That's not something  
2 that we will always know.

3 BY MR. HARRINGTON:

4 Q. Has a company ever -- Unified  
5 member ever shared infringement contentions  
6 with Unified?

7 A. No. We've never received  
8 infringement contentions from a member.

9 Q. I think earlier you said about [REDACTED]  
10 [REDACTED] of Unified's revenue goes to outside  
11 counsel and other IPR-related expenses,  
12 outside expenses?

13 A. Yeah. I mean, it might be a  
14 little bit less than that. I don't know.

15 Q. Does that number vary per year?

16 A. Sure. And we are trying to bring  
17 that number down so that we can be more  
18 profitable, right? But not necessarily by  
19 doing less or more work, but just by, you  
20 know, being efficient with our revenue that  
21 either hiring attorneys who do good work,

1 but don't charge us as much or doing some of  
2 that work in-house or there's any number of  
3 ways in which we might make changes to our  
4 expenses for how we do the work that we do.

5 Q. Does that kind of attempt to  
6 lower its costs run into conflict with the  
7 provision in the contract that requires  
8 Unified to [REDACTED]  
9 [REDACTED]?

10 A. I don't think so.

11 Q. So if Unified said, hey, we think  
12 it's [REDACTED] just to not  
13 file any IPRs, you think you would still be  
14 in -- and not do [REDACTED]  
15 [REDACTED] do you think that's a fair assessment  
16 to make?

17 MR. FAWZY: Objection.  
18 Improperly laid hypothetical.

19 THE WITNESS: Yeah. I mean, I'm  
20 not sure -- I mean, if you -- there's a  
21 bunch of things on that list, right? So, I

1 mean, we are hired to go out and try and  
2 create a deterrence for our zone, but we  
3 have kind of sole control over how we choose  
4 to do that and that's -- I mean, that's what  
5 our agreement basically says.

6 BY MR. HARRINGTON:

7 Q. Do Unified's members know  
8 Unified's profit percentage?

9 A. No.

10 Q. How does Unified determine what  
11 fees its members are going to pay?

12 A. So our NPE zones, we have a fee  
13 schedule that's in our membership agreement.

14 Q. On [REDACTED]

15 A. As you can see in [REDACTED]

16 So, yeah, in the context of a company, you  
17 would take their kind of top line revenue,  
18 you would plug it into the equation and then  
19 that would kind of generate a fee for a per  
20 zone amount.

21 Q. How many of Unified's members are

1 in the top category, the [REDACTED]

2 [REDACTED]

3 A. I think that -- you know,  
4 companies that make over [REDACTED] Maybe  
5 a handful.

6 Q. Unified has -- is it like 200  
7 members, somewhere around there?

8 A. So we have companies that pay  
9 nothing to participate. So those are  
10 companies that make under 20 million in  
11 revenue, so they get into all of our zones.  
12 So all of those companies are participating  
13 in our zones. And then those companies that  
14 make over 20 million in revenue, they would  
15 be, you know --

16 Q. Where are you getting 20 million?

17 A. So this agreement is for paying  
18 members. So this agreement is the agreement  
19 that companies sign when they make over 20  
20 million in revenue.

21 Q. Okay.

1           A.     If you make under 20 million in  
2     revenue, you would be signing up on a  
3     reduced version of this and, you know, they  
4     basically get to be members, but they --

5           Q.     How many of those members are  
6     there?

7           A.     So that's like [REDACTED], somewhere in  
8     that ballpark.

9           Q.     And how many paying members are  
10    there?

11          A.     There are like [REDACTED]. One of those  
12    paying members is like a trade association,  
13    which is CableLabs and [REDACTED]

14    [REDACTED]  
15    [REDACTED]

16                  So kind of depends on like how  
17    you -- if you count all of the [REDACTED]  
18    [REDACTED] as individual members, you get  
19    like [REDACTED]. If you count them as one, then  
20    you get like [REDACTED], somewhere in that ballpark.  
21    This is rough, but that's the right idea.

1           Q.     For the nonpaying members, do  
2     they get the yearly annual report and the  
3     breakdown of IPR costs and all of that that  
4     you were describing for Samsung?

5           A.     They do not.

6           Q.     So they're just -- they get the  
7     benefit of the [REDACTED] and some of  
8     the other activities, but they don't get the  
9     full --

10          A.     They don't pay anything? So --

11          Q.     -- the full [REDACTED], all of those  
12     obligations that Unified takes on, they  
13     don't get all of those obligations?

14          A.     Everything that is on there, we  
15     don't obligate ourselves to generate a  
16     report, but we do meet most of that stuff  
17     through -- most of what's on there we  
18     actually generate through public  
19     information, too, and we just publish that  
20     stuff to our portal. But the obligation for

21     [REDACTED]



1

2

Q. But you have obligated yourself

3

to do [REDACTED] to file

4

IPRs on behalf of those companies?

5

MR. FAWZY: Object to the form.

6

THE WITNESS: Yeah. We don't

7

have an obligation with anyone to file IPRs

8

on behalf of the zone.

9

BY MR. HARRINGTON:

10

Q. I just said the exact words,

11

which is [REDACTED]

12

to -- and then one of the things you have to

13

do is to file IPRs?

14

A. So --

15

MR. FAWZY: Object to the form of

16

that question.

17

THE WITNESS: Yeah --

18

BY MR. HARRINGTON:

19

Q. Take all the contract language

20

and say whatever you have a [REDACTED]

21

[REDACTED] requirement to do, which I

1 get that you're saying that may mean  
2 nothing, but you have a contractual  
3 obligation to do [REDACTED]  
4 [REDACTED], correct?

5 MR. FAWZY: Object to the form  
6 again.

7 BY MR. HARRINGTON:

8 Q. Does Unified have a [REDACTED]  
9 [REDACTED] to make [REDACTED]  
10 [REDACTED] to do something for its  
11 members -- for Unified -- or for Samsung?

12 A. Samsung has signed this agreement  
13 and we have obligations under the agreement.  
14 The agreement says what it says.

15 Q. Do the nonpaying members have  
16 that same obligation that's set forth in  
17 [REDACTED]?

18 A. And this is what I was trying to  
19 explain. I don't know exactly off the top  
20 of my head what this agreement looks like  
21 exactly for our smaller companies that

Kevin Jakel Confidential  
October 15, 2019

154

Page 154

1 they -- they pay us nothing and so we  
2 don't -- like we need to -- this agreement  
3 is different because obviously we don't get  
4 paid. So that is something that -- you  
5 know, the agreement is different. The exact  
6 terms of that I don't recall off the top of  
7 my head. That agreement hasn't been looked  
8 at in five years, six years. I don't know.  
9 Companies just sign up online by the way.

10 Q. Does Unified negotiate its  
11 membership fee or is it a set membership  
12 fee?

13 A. No, we will negotiate a  
14 membership fee.

15 Q. Has any member ever asked for a  
16 refund?

17 A. No.

18 Q. Has any member ever asked Unified  
19 for a justification of its fees outside of  
20 what it's contractually required to do?

21 A. I don't know what you mean by

Kevin Jakel Confidential  
October 15, 2019

155

Page 155

1 justification, but we do the same kind of  
2 renewal process with every single member and  
3 go through the data.

4 Q. Does Unified solicit paying  
5 members?

6 A. Do we make pitches to companies?

7 Q. That are already members. For  
8 example, one thing that you said is that you  
9 were pitching Samsung to be part of the SEP  
10 group.

11 A. Sure. That would be in a  
12 separate contract, but yes.

13 Q. What other kind of activities  
14 like that pitch does Unified do to its  
15 paying members?

16 A. So right now we have our kind of  
17 standard essential patent zones that, you  
18 know, we would love companies to sign up for  
19 us to work on behalf of standard essential  
20 technology areas.

21 And we also have what we're

Kevin Jakel Confidential  
October 15, 2019

156

Page 156

1 calling the patent quality drive or  
2 basically we've been pitching companies to  
3 give us money so that we can kind of study  
4 kind of the NPE landscape and what's going  
5 on and the costs of NPE litigation and the  
6 data around everything that's involved in  
7 that. So those two things are the only  
8 pitches other -- if you're talking about an  
9 existing member, the only other pitches  
10 besides the zone they're already in would be  
11 to either join more zones or join an SEP  
12 zone or to participate in our kind of patent  
13 quality drive.

14 Q. Does Unified try and get Samsung  
15 to sign up for additional zones?

16 A. Over the years, we've definitely  
17 tried to get Samsung to sign up for more  
18 zones.

19 Q. And how does that work? What's  
20 the pitch?

21 A. The pitch is just like any other

Kevin Jakel Confidential  
October 15, 2019

157

Page 157

1 zone for either a new member or an existing  
2 one, that if they care about another  
3 technology that they would like to see us  
4 working in, whether it's a brand-new zone  
5 that's never been launched before or it's an  
6 existing zone that we have that we would  
7 like them to join as well, the pitch is the  
8 same just like it would be if they weren't a  
9 member at all.

10 Just like a trade association  
11 would say, hey, you know, this is something  
12 that is good for the technology area and if  
13 we're successful, then all boats will rise  
14 with the tide.

15 Q. Has Samsung ever complained about  
16 a free rider effect of its membership?

17 A. Free rider is something that  
18 comes up not with Samsung. I don't recall  
19 ever talking with Samsung about free rider.  
20 But free rider is something that actually I  
21 hear more from like industry conversations

Kevin Jakel Confidential  
October 15, 2019

158

Page 158

1 than ever talking to kind of members about  
2 free riding issues, that it's more of  
3 something that the industry likes to talk  
4 about.

5           Everyone knows that there's a  
6 free rider problem in the Unified Patents  
7 model just like there is in every single  
8 type of trade association type effort where  
9 you're working on behalf of a technology  
10 area or zone, there are going to be some  
11 people who are going to both have the budget  
12 and the interest in seeing that work done  
13 and they are going to be willing to chip in  
14 and pay for it. And there will be companies  
15 who will either not have the budget or not  
16 have the interest in paying for it.

17           I don't really consider those to  
18 be -- anyway, this is the kind of free rider  
19 type conversation and this is something that  
20 doesn't really come up in the sense that  
21 like everyone knows that Unified is never

1 going to get 100 percent of every company  
2 that is in a zone to participate. So it's  
3 not really a topic.

4 Q. My experience with Samsung is  
5 they're very concerned with ■ and is part  
6 of the reason why Samsung is keeping their  
7 membership confidential because they don't  
8 want ■ to know about it?

9 MR. FAWZY: Objection. Calls for  
10 speculation.

11 THE WITNESS: I was going to say,  
12 you're going to have to ask them why they  
13 want to keep their membership agreement  
14 confidential.

15 BY MR. HARRINGTON:

16 Q. Were you involved with the  
17 negotiation of the membership agreement?

18 A. I was, yes.

19 Q. Do you recall why they told you  
20 they wanted to keep their membership  
21 confidential?



Kevin Jakel Confidential  
October 15, 2019

160

Page 160

1           A.     I do not recall them specifically  
2     saying why they wanted to keep their  
3     membership confidential. But I can say that  
4     back then, they were not super early  
5     adopters, but they were relatively early  
6     adopters. And back then, everyone was, for  
7     the most part, keeping -- the vast majority  
8     of our membership was keeping their  
9     memberships confidential.

10                   And over time, that has relaxed  
11     some. So now we're in a situation where a  
12     lot of companies, you know, have not kept  
13     their membership confidential. So we're now  
14     at a point where the vast majority of the  
15     existing companies that are confidential are  
16     companies that signed up kind of early on  
17     and just haven't changed their position.

18           Q.     Aside from the cable company  
19     trade association that we discussed earlier,  
20     have other members signed up together?

21           A.     No.

1 Q. So that's the only group that  
2 came together as a package for the  
3 membership?

4 A. Well, I mean, I wouldn't say they  
5 came together. We pitched CableLabs on this  
6 and they liked the idea. And so we  
7 certainly have not talked to all the cable  
8 companies. There's a lot of them. We've  
9 never spoken to most of them.

10 Q. Have you ever done a pitch to  
11 multiple companies at the same time? For  
12 example, [REDACTED] and [REDACTED], say, hey, we're in  
13 Korea, we'll just meet with both of you guys  
14 at the same time?

15 A. We have never met with [REDACTED] and  
16 Samsung together.

17 Q. That was an example. Are there  
18 other companies which you have pitched them  
19 together?

20 A. The only thing I could say that  
21 maybe would qualify for that is, you know,

Kevin Jakel Confidential  
October 15, 2019

162

Page 162

1 I've pitched Unified to groups of companies  
2 at conferences, said, hey, this is what we  
3 do. If you've got any interest in  
4 participation, you know, come see me after  
5 the talk.

6 But in terms of organizing  
7 pitches, I can't recall any situation where  
8 more than one company pitched, other than  
9 like talking to industry groups, right? I  
10 mean, conferences and things like this. But  
11 in terms of two companies getting together  
12 and saying, hey, let's go talk to Unified  
13 together, that has never happened.

14 Q. Does Unified have any written  
15 policies?

16 A. We have an employee handbook.

17 Q. Do you have any policies about  
18 under what conditions it will file an IPR?

19 A. No. We don't have like a written  
20 policy on how we file IPRs.

21 Q. Does Unified have any written

Kevin Jakel Confidential  
October 15, 2019

163

Page 163

1 policies about what information it will  
2 receive and accept from its members?

3 A. We do not, no.

4 Q. Did anyone send you -- and you, I  
5 mean Unified -- a copy of the American  
6 Patents patents?

7 A. No.

8 Q. How many IPRs has Unified file  
9 where a member has not been sued?

10 A. I think --

11 Q. Let me just -- outside of the SEP  
12 context.

13 A. Yeah. So I figured that's what  
14 you meant. I think it's a couple dozen or  
15 in that ballpark. I don't know the exact  
16 number.

17 Q. And how were those patents  
18 chosen? So based on the assignment records  
19 and things like that?

20 MR. FAWZY: I'm going to object  
21 on the basis of privilege.

Kevin Jakel Confidential  
October 15, 2019

164

Page 164

1 THE WITNESS: So I think what I  
2 can say without talking about the specifics  
3 of any patent is that all of those would  
4 have gone through the same process that all  
5 of our patents kind of go through, which is  
6 that when we look at a patent and we  
7 identify it as being like meeting the zone  
8 definition, then we take that and we start  
9 looking at it from the perspective of if we  
10 were to file an IPR on this particular  
11 patent, would it generate a deterrence that  
12 we think other NPEs of all various types  
13 would see and would it generate that kind of  
14 deterrence for us.

15 So all of our IPRs are not based  
16 on whether or not a member has been sued or  
17 not. It just also happens that we have  
18 NPE -- or sorry, it so happens that we have  
19 members, some of which are some of the  
20 biggest companies in the world, and so if  
21 you are going to be doing work for a zone,

Kevin Jakel Confidential  
October 15, 2019

165

Page 165

1 you are going to have kind of lots of  
2 overlap between the work we do on behalf of  
3 the zone and the fact that those patents  
4 will sometimes get used against some of the  
5 biggest companies of the world.

6 And so the overlap is something  
7 that is a function of the fact that we  
8 happen to be working in technology areas  
9 that are really important and lots of  
10 companies sell products in. But when we  
11 look at whether or not we're going to file  
12 an IPR, our question is not, hey, someone's  
13 been sued.

14 The reason is, is we have no way  
15 of knowing whether or not filing an IPR will  
16 actually have a positive impact on someone's  
17 litigation. Our claim constructions.  
18 You're a litigator. You know exactly how  
19 important claim constructions are to both  
20 infringement and validity. We don't know  
21 what our members' invalidity contentions

Kevin Jakel Confidential  
October 15, 2019

166

Page 166

1 are. They would never share those with us  
2 and we would never ask for them and so we  
3 are completely separate and independent on  
4 those.

5 We could very well be throwing a  
6 hand grenade by putting a claim construction  
7 out there into the public domain and have  
8 the board choose a claim construction that  
9 ends up being almost exactly the opposite to  
10 the claim construction that a member has  
11 chosen to navigate their both infringement  
12 versus validity analysis. And you know as  
13 well as I do how important and critical it  
14 is to all litigation to have a claim  
15 construction that meets both of those.

16 Like we don't know what our  
17 members' claim construction strategies are  
18 either on infringement or on validity.  
19 We're completely in the dark. The idea of  
20 us being able to pick a patent, whether it's  
21 been in litigation with a member or not in

Kevin Jakel Confidential  
October 15, 2019

167

Page 167

1 litigation with a member, the idea -- and as  
2 you correctly pointed out earlier, there are  
3 probably lots of companies that are members  
4 of ours and nonmembers of ours that are  
5 engaged in licensing, but are not yet  
6 engaged in litigation. So they might have  
7 their own like strategies around how to  
8 handle a particular patent.

9           The idea that Unified could  
10 somehow contact all of its members and  
11 navigate a strategy of coming up with a  
12 single IPR that fit the legal strategies of  
13 what could be dozens and dozens of companies  
14 and somehow coordinate all of that is  
15 exactly why, when I founded the company, I  
16 was like, no, we're not going to -- none of  
17 this. We're not going to do this. We're  
18 going to be a complete independent third  
19 party and what we're going to run out there  
20 and do is create our own independence, our  
21 own independent deterrence for a zone.



Kevin Jakel Confidential  
October 15, 2019

168

Page 168

1                   So these companies I can say  
2       would have gone through that exact -- or  
3       these IPRs where no member was in litigation  
4       would have gone through the same analysis  
5       regardless of whether or not a member was in  
6       active litigation or not because we just --  
7       we're not structured and designed and  
8       literally it's an impossible task to kind of  
9       coordinate this.

10                  The company was always designed  
11       to have dozens and dozens and dozens of  
12       members, not just one or two. I mean, you  
13       could possibly negotiate and navigate these  
14       kinds of issues if you only had one or two  
15       companies in your membership, but that was  
16       never the goal. In order to run Unified, we  
17       knew from the beginning you had to just  
18       simply step back and be completely  
19       independent and not try to navigate any of  
20       these legal kind of land mines in terms of  
21       doing this work.

Kevin Jakel Confidential  
October 15, 2019

169

Page 169

1 BY MR. HARRINGTON:

2 Q. Is the reason that Unified  
3 designed this independence within its  
4 business practice and its policies, was that  
5 specifically so that it wouldn't generate  
6 estoppel for its members?

7 MR. FAWZY: Object to the form.  
8 Calls for a legal conclusion and calls for  
9 speculation.

10 THE WITNESS: So the answer is  
11 no. But it's more complex than that. I  
12 mean, having been an outside litigator and  
13 been involved in joint defense groups and  
14 having been an in-house counsel  
15 participating in joint defense groups and  
16 having kind of worked on both sides of all  
17 of these issues, what I ultimately kind of  
18 saw as like a business opportunity back when  
19 I started the company was can I actually get  
20 outside of that situation.

21 I need to be -- if I want to do

Kevin Jakel Confidential  
October 15, 2019

170

Page 170

1 what I want to do, I can't negotiate and run  
2 this kind of -- these legal negotiations  
3 with dozens and dozens of companies. Like  
4 it just -- it would be an impossible  
5 situation for me to get -- I mean, a claim  
6 construction or a piece of prior art or any  
7 of the other aspects of how you might create  
8 deterrence.

9 In order to get everyone kind of  
10 on the same page, I recognized right from  
11 the beginning that you would never get  
12 outside counsel who are sitting on joint  
13 defense calls and every single lawyer thinks  
14 that they are the smartest lawyer on the  
15 call and no two like egos will allow the  
16 other party to kind of drive the legal  
17 strategy.

18 So in order for Unified to get  
19 out of that environment and truly operate as  
20 a third party, estoppel's one of those  
21 aspects where like if someone's a real party

Kevin Jakel Confidential  
October 15, 2019

171

Page 171

1 in interest, then they're going to obviously  
2 get sucked into this. And so like this is  
3 all kind of mixed together, which is, yeah,  
4 I want this -- I want to be independent and  
5 I don't want to be sucked into that joint  
6 defense group nightmare.

7 In order to do that, I also can't  
8 let anyone be a real party in interest. And  
9 so that's the -- you know, we -- I saw very  
10 early on that in order to get away from the  
11 first problem, I had to also make sure that  
12 no one was going to be able to exert any  
13 control over us so that I could be -- so  
14 that I would be able to remain independent  
15 and do what I wanted to do without being  
16 stopped.

17 BY MR. HARRINGTON:

18 Q. Have you ever had any  
19 conversations with members or potential  
20 members about IPR estoppel?

21 A. Not for many years. I mean, the

Kevin Jakel Confidential  
October 15, 2019

172

Page 172

1 speech I just gave you today is -- just now  
2 is the speech of what I gave everybody else,  
3 which was, hey, I want to go out and create  
4 deterrence on behalf of a zone.

5 In order to do that, I am going  
6 to need to be completely independent because  
7 you're not going to be the only one in the  
8 zone. It's going to be dozens of people in  
9 the zone and we are going to want to be able  
10 to act independently and I can't kind of  
11 work with all of you. The whole idea is  
12 that we're going to do our own thing and  
13 you're not going to be part of it.

14 That also would come into, well,  
15 does that mean that we wouldn't be real  
16 parties in interest? And I was like, yes,  
17 this is part of what we're going to do.  
18 We're going to remain independent. And the  
19 way we're going to guarantee that that's  
20 going to be the case is we're going to  
21 behave this way. We're going to work this

Kevin Jakel Confidential  
October 15, 2019

173

Page 173

1 way. And I'm going to be able to prove  
2 that.

3 I mean, from day one, I've always  
4 been telling people I will give depositions,  
5 I will tell you what my conversations with  
6 companies look like, we will be transparent,  
7 not just with the board and with patent  
8 owners. We'll intentionally be willing to  
9 sit down because I think everyone tries to  
10 say, you know, is Unified really doing what  
11 it said it was going to do? And we are  
12 doing what we said we are going to do. But  
13 in order to prove that, we've got to sit  
14 down and have these conversations.

15 So we did discuss the overall  
16 structure of how Unified was going to  
17 structure itself because we told people this  
18 is what my vision for the company is.  
19 Independence, we're going to go out, we're  
20 going to do what we want to do in order to  
21 create a deterrent for the zone and that

Kevin Jakel Confidential  
October 15, 2019

174

Page 174

1     deterrent will basically, you know, will  
2     help kind of like all ships rise with the  
3     tide type pitch. And that was something  
4     that, in the context early on of, hey, you  
5     know, how's that going to work? I would say  
6     this is how it's going to work.

7                 So we haven't had conversations  
8     about estoppel for kind of a very long time,  
9     but obviously in the beginning of explaining  
10    how I envisioned Unified working, real party  
11    in interest and a stock hold were question  
12    marks about how we were going to organized  
13    and how we were going to maintain our  
14    independence.

15                Q.     Is anybody asserting that one of  
16    Unified's members is a real party in  
17    interest currently in the litigation?

18                A.     I guess --

19                       MR. FAWZY: Could you repeat the  
20    question?

21                       BY MR. HARRINGTON:

Kevin Jakel Confidential  
October 15, 2019

175

Page 175

1 Q. Are you aware of any patent owner  
2 asserting that Unified -- one of Unified's  
3 members is a real party in interest in a  
4 Unified IPR that Unified lost?

5 A. I mean, I'm not aware of that.  
6 It would require them to be claiming that  
7 the company is estopped from using a piece  
8 of prior art.

9 Q. Yes.

10 A. And -- I mean, I have no idea.  
11 We are not keeping track of our members'  
12 litigation to see that. I mean, I don't --  
13 I have not yet seen it.

14 Q. So you haven't been subpoenaed  
15 for a litigation in which that's happened?

16 A. We have been subpoenaed and we  
17 quashed those subpoenas because we give  
18 discovery here. But in all of those cases,  
19 the allegation is not -- there's estoppel.  
20 The allegation -- they're basically trying  
21 to use the district court discovery tools to



Kevin Jakel Confidential  
October 15, 2019

176

Page 176

1 try and get discovery from us, but not  
2 because -- in those situations, the IPR is  
3 just ongoing, not -- so they're just trying  
4 to get information. But they're not --  
5 there's no estoppel being argued in court  
6 that there is -- that a member has been --  
7 is estopped from making an argument in  
8 district court litigation.

9 You know, like the IPR hasn't  
10 even finished yet. We're like right in the  
11 middle of it. They're trying to take  
12 discovery from us through the district court  
13 means through third-party subpoena and we  
14 quashed them.

15 Q. Yeah, I get that. I'm just  
16 saying so no one has yet gotten through an  
17 IPR against Unified, won that IPR and then  
18 said, hey, now your members are estopped?  
19 No one, as far as you're aware, has taken  
20 that position or has informed Unified of  
21 that?

Kevin Jakel Confidential  
October 15, 2019

177

Page 177

1           A.       I have not heard of an estoppel  
2       argument has been made in district court.

3                   MR. FAWZY:   Are we --

4                   MR. HARRINGTON:   Getting close.

5                   MR. FAWZY:   -- getting close or  
6       should we take a break?

7                   MR. HARRINGTON:   No, I'm getting  
8       close.   Let's just -- can we mark as Exhibit  
9       4 a Unified patent press release.

10                   (Exhibit No. 4 was marked for  
11       identification.)

12                   BY MR. HARRINGTON:

13           Q.       Do you recognize this document?

14           A.       We do, yes.

15           Q.       What is this document?

16           A.       This looks like a printout -- we  
17       have like a blog, I guess, something akin to  
18       that, on our webpage where we kind of post  
19       about all sorts of different activities and  
20       things that involve us.   And we have a page  
21       which tracks real party in interest

Kevin Jakel Confidential  
October 15, 2019

178

Page 178

1 decisions and this is where we keep all that  
2 information so that it could be accessed.

3 Q. So this is Unified advertising  
4 its victories defending against real party  
5 in interest claims, correct?

6 A. I wouldn't say it is advertising,  
7 but this is where we keep our kind of a  
8 record of this. It makes it really useful  
9 to keep it in place because it's a resource  
10 for the legal team, too, to go back and have  
11 a summary of every one of the cases.

12 Q. What other legal issues does  
13 Unified do that for?

14 A. Off the top of my head, I don't  
15 know. It's possible that we do.

16 Q. As far as you're aware today,  
17 this is the only legal issue in which  
18 Unified publishes it and explains its  
19 various victories on a particular issue?

20 A. As far as I know, yeah.

21 Q. Can you give me an approximate

Kevin Jakel Confidential  
October 15, 2019

179

Page 179

1 percentage of the IPRs which you file in  
2 which another party's real party in interest  
3 status is challenged? If it's a confusing  
4 question, I can reword it.

5 A. All of them involve Matt.

6 Q. For the record, there was a wink.

7 A. Yeah.

8 Q. I'm not sure that's correct.

9 A. Well, that was just a joke. So  
10 off the top of my head, I don't know. I'll  
11 tell you that in the beginning of starting  
12 Unified, there were lots of entities that  
13 tried to challenge real party in interest.

14 By the time we got a few years in  
15 and companies started, I guess, recognizing  
16 that when we produced discovery and when we  
17 were deposed and we went through this, that  
18 we were accurately representing like the  
19 facts as we put them in our kind of  
20 voluntary rogs, we've always tried to just  
21 be transparent about how we did it. And the

Kevin Jakel Confidential  
October 15, 2019

180

Page 180

1 voluntary rogs were designed to give patent  
2 owners and the board something that they  
3 could kind of rely on.

4 So after a few years of going  
5 through that, the challenges for real party  
6 in interest dropped off to a pretty low  
7 rate, I guess. And then basically RPX and  
8 the AIT case came out and at that point,  
9 every -- I think everyone who was an NPE  
10 really wanted to read AIT to assume that the  
11 fed circuit had completely rewritten the  
12 real party in interest analysis.

13 That wasn't our read of it and I  
14 don't think that's any -- I don't think  
15 that's anyone's real read of it. But there  
16 were lots of like new cases that kind of  
17 came out after AIT and we want everyone -- I  
18 mean, this list of real party in interest  
19 decisions, we want it to be transparent.  
20 People want to depose me and they want to  
21 find out what we did and how we did it.

Kevin Jakel Confidential  
October 15, 2019

181

Page 181

1                   We voluntarily make myself  
2     available for a deposition and we give  
3     discovery about anything that's related to  
4     the patent to give everyone knowledge that,  
5     like, we're not having conversations with  
6     anyone about specific patents. No one is  
7     giving us suggestions about particular  
8     patents, you know, no types of patents have  
9     been identified of which ones they want us  
10    to go after.

11                  I mean, all of the kind of new  
12    kind of discovery stuff that has happened in  
13    this particular case, we don't have any side  
14    agreements, no verbal agreements, none of --  
15    we basically say, hey, we're going to go to  
16    work for a zone. You can't control what we  
17    do. You can't tell us to make any  
18    suggestions or any of those things.

19                  And this list that we have here  
20    with the real party in interest decisions is  
21    part of what we want to be like our effort

Kevin Jakel Confidential  
October 15, 2019

182

Page 182

1 at transparency. Like this lists everything  
2 out and we're going to then continue going  
3 forward to give voluntary discovery in the  
4 form of our voluntary rogs to say, hey, you  
5 know, we didn't -- we're not kind of  
6 communicating with a member or nonmember  
7 behind the scenes to take action here. This  
8 is kind of our own -- this is our own  
9 independent thing and this decision -- this  
10 list of decisions we think is important  
11 because a lot of these decisions are based  
12 on someone taking discovery, sitting down  
13 with me, going all the way through this and  
14 then us having like a set of facts that go  
15 out there. This is what we think is a big  
16 part of kind of setting the stage and being  
17 transparent with us, the patent owners, the  
18 board members, nonmembers, everyone can  
19 figure out how it is that Unified works.

20 Q. If Unified's trying to be  
21 transparent, why didn't Unified produce all

Kevin Jakel Confidential  
October 15, 2019

183

Page 183

1 of its communications with Samsung in this  
2 case?

3 MR. FAWZY: Objection. That's a  
4 legal -- that's a discovery legal issue.  
5 Calls for speculation. Vague.

6 THE WITNESS: Because this is  
7 crazy burdensome to generate every single  
8 communication between us.

9 BY MR. HARRINGTON:

10 Q. Well, earlier I think you said it  
11 was between 100 and 200 emails, right?

12 A. That's right.

13 Q. That doesn't seem that burdensome  
14 to produce 100 to 200 emails. And if  
15 there's not much to them, why wouldn't you  
16 produce them?

17 MR. FAWZY: Objection. Same  
18 objections.

19 THE WITNESS: I mean -- so  
20 basically I also think that we're not  
21 required to, so we don't have to. But in



Kevin Jakel Confidential  
October 15, 2019

184

Page 184

1 the interest of transparency, we did turn  
2 over any communications at all that had  
3 anything to do with American Patents and  
4 you -- sorry, American Patents and us. So  
5 all communications that actually mentioned  
6 you we did turn over. So this is -- I think  
7 that's pretty transparent.

8 And in this case, we've gone even  
9 further, which is to look for any  
10 communication at all where a member would  
11 have identified either a type or there would  
12 have been a suggestion or something where  
13 they would have said, hey, we want you to go  
14 after something like this. Those  
15 communications don't exist and we actually  
16 complied entirely with the Board's request  
17 for that information and we gave it to you  
18 voluntarily.

19 MR. FAWZY: And for the record,  
20 the discovery that was produced to us prior  
21 to agreement between the parties.

Kevin Jakel Confidential  
October 15, 2019

185

Page 185

1 BY MR. HARRINGTON:

2 Q. From a business perspective, is  
3 it important that Unified's members are not  
4 deemed real party in interests for Unified's  
5 IPRs?

6 A. I don't know. So, I mean, in  
7 terms of real party in interest, what we  
8 want to do is not get bogged down in trying  
9 to work with all of our companies to kind of  
10 navigate the legal issues that we talked  
11 about earlier.

12 And do I think that that's  
13 important for Unified? Yeah, I think that's  
14 important that we are able to kind of  
15 maintain independence so that I don't have  
16 to be part of what would be a joint defense  
17 group and have to figure out all the various  
18 ways that we could take action.

19 Unified wants to be independent  
20 and we want to be able to create the  
21 deterrence for the zones in whatever way we

Kevin Jakel Confidential  
October 15, 2019

186

Page 186

1 see fit. And so this is something that  
2 we -- that independence is really important  
3 to us. What falls out of that independence  
4 is kind of real party in interest. But the  
5 independence comes first for us because we  
6 don't want to -- I've been part of joint  
7 defense groups so many times and felt like  
8 they were unbelievably inefficient and  
9 difficult to navigate. So my goal as a  
10 lawyer, I guess, is to never participate in  
11 another joint defense group again.

12 Q. That's my goal, too.

13 MR. HARRINGTON: That's all I  
14 have.

15 MR. FAWZY: All right. I just  
16 need a minute or two just to see if I have  
17 any follow-up questions.

18 (Brief Recess.)

19 MR. FAWZY: Just a couple of  
20 questions.

21 MR. HARRINGTON: Sure.

1 EXAMINATION

2 BY MR. FAWZY:

3 Q. So, Mr. Jakel, earlier we were  
4 going over the membership agreement which is  
5 included in Exhibit 3. On page UP0005,  
6 [REDACTED] of the agreement, do you see  
7 that section?

8 A. Yes.

9 Q. Could you please explain that  
10 section to me and what it means and what its  
11 obligations entail?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 Q. And earlier also you were talking  
11 about, right before our second break, you  
12 were talking about I think what happens when  
13 Unified settles and takes a license --  
14 enters into a license agreement or sells one  
15 of its IPR and how that is structured with  
16 regards to [REDACTED]

17 [REDACTED]  
18 [REDACTED]

19 Do you recall that testimony you  
20 gave earlier?

21 A. I think so, yes.

1 Q. And just to clarify for the  
2 record, because I think we were talking  
3 about the membership agreement, but then we  
4 were also talking about the standard or the  
5 typical settlement agreement that Unified  
6 would enter into. Your testimony with  
7 regards to Unified taking a license and that  
8 license [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 Do you recall that testimony?

13 A. I do.

14 Q. And that is the standard, typical  
15 settlement agreement that Unified has  
16 entered into in the past; is that correct?

17 A. That's correct.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

4 Q. And are any of your  
5 communications with members privileged?

6 A. No.

7 MR. FAWZY: That's it. I don't  
8 have any further questions.

9 (Reading and signing reserved.)

10 (Deposition concluded 1:39 p.m.)

11

12

13

14

15

16

17

18

19

20

21

Kevin Jakel Confidential  
October 15, 2019

191

Page 191

1 CERTIFICATE OF COURT REPORTER

2 I, MARY GRACE CASTLEBERRY, do  
3 hereby certify that the proceedings were  
4 recorded by me stenographically and  
5 electronically at the time and place  
6 mentioned on the cover sheet thereof, and,  
7 thereafter, transcribed; that said hearing  
8 is a true record of the statements made;  
9 that I am neither counsel for, related to,  
10 nor employed by any of the parties to this  
11 proceeding;

12 And further, that I am not  
13 financially or otherwise interested in the  
14 outcome of this matter.

15 As Witnessed by my hand and  
16 signature as indicated below.

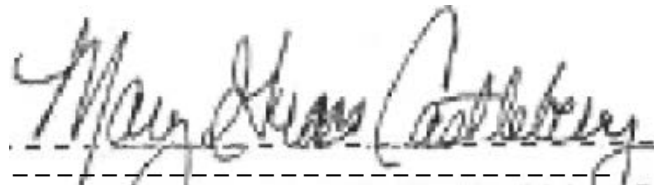
17

18

19

20

21

A handwritten signature in cursive script, reading "Mary Grace Castleberry", written over a dashed horizontal line.

MARY GRACE CASTLEBERRY, RPR